

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**January 31, 2022****BANK BALANCES:**

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 4,948,934.42
TOTAL	<u>\$ 4,948,934.42</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$ 55,972,671.07
TOTAL	<u>\$ 55,972,671.07</u>
GRAND TOTAL	<u>\$ 60,921,605.49</u>

OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,564.23
SHERIFF'S COMMISSARY	\$ 162,471.34
SHERIFF'S CIVIL	\$ 2,595.00
SHERIFF'S EVIDENCE	\$ 77,172.19
JUSTICE COURT OLD TRUST	\$ 1,119.12
JUSTICE COURT NEW TRUST	\$ 84,467.98
TOTAL	<u>\$ 343,389.86</u>

RECEIPTS:

MOTOR VEHICLE	\$ 988,281.03
PROPERTY TAX	\$ 4,978,620.06
REVENUE RECEIPTS	\$ 2,614,487.46
TOTAL	<u>\$ 8,581,388.55</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 740,035.77
MONTANA DEPT. OF REVENUE	\$ 595,750.99
CITY OF GREAT FALLS	\$ 2,007,638.22
GREAT FALLS PUBLIC SCHOOLS	\$ 1,380,730.42
MISC. REMITTANCES	\$ 138,529.26
TOTAL	<u>\$ 4,862,684.66</u>

CASCADE COUNTY COMMISSION MEETING
January 25, 2022
Via Zoom and Conference room attendees
9:30 A.M.

**Commission
Journal #62**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on February 8, 2022.

Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff: Sheriff Slaughter, and Undersheriff Reeves, Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek-County Attorneys, Mary Embelton-Finance, Diane Heikkila-Treasurer, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder
Attendees Via Zoom: Nicole Girten, Kim Thiel-Schaaf- Director for Aging Services, Jenn Rowell, Abigail Hill, Jason McAllister, Josh Summer, Kenneth Hanks, Katie Pung, Lillian Sunwall, Sheila Rice, and Tanya Hunt.

Public: Corey Hansen, William Fry, Megan Sanford, Erik Ingman, Peter Johnson, Sarah Peck, John Camden, Sarah Converse, and Chrissy Wood.

Call to Order: Chairman Briggs called the meeting to order. **00:57**

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **02:31**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 03:13**

Treasurers Report: Diane Heikkila read the treasurers report. **06:10**
Commissioner Ryan had some question about the treasurer's report. **06:27**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Ryan made a **MOTION** to (A) Approve minute entries January 11th, and 19th. (B) Approval of Routine Contracts as Follows: **07:41**

Resolution 22-07: Budget Appropriation within Fund 2918 increasing expenditures and revenues awarded from the 2021 Byrne Justice Assistance Grant (JAG) program. Total Amount: \$16,974. (Ref: Resolution 21-63, R0420791) **08:04**

Resolution 22-08: Budget Appropriation within Fund 2918 increasing expenditures and revenues awarded from the 2021 Marijuana K9 Replacement program. Total Reimbursable Amount: \$3,303. (Ref: Contract 21-186, R042373) **08:16**

Contract 22-08: MT DPHHS #22027210050 Commodity Supplemental Food Program (CSFP) with Area VIII Agency on Aging. Purposes: Provide supplemental food and

nutrition education. Effective: October 1, 2021 - September 30, 2022. Initial Funding, not to exceed: \$8,308. Ability to serve 430 clients @ \$4.20/per client/per month. **08:34**

CITY/COUNTY HEALTH DEPARTMENT

Contract 22-06: MT DPHHS Task Order 22-07-4-51-013-0 Master Contract with Cascade County for one full-time STD Disease Intervention Specialist to conduct communicable disease investigation and intervention. Effective: January 1, 2022 - December 31, 2022. Total Amount: \$65,407 **09:24**

Motion carries 3-0 to approve items on the consent agenda. 10:11

Agenda Item #1

Public Hearing

Cascade County Needs Assessment Hearing Community Development Block Grant (CDBG) & American Rescue Plan Act (ARPA). **05:53**

Close the Commission Meeting:

Chairman Briggs closed the Regular Commission Meeting at 9:41 a.m.

Open the Public Hearing:

Chairman Briggs opened the Public Hearing at 9:41 a.m.

Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. **10:39** (See Exhibit A)

Staff Report:

Mary Embelton read the staff report found in the Agenda Action Report. **11:26 – 15:53**

Call for public needs and concerns:

Chairman Briggs announced that this meeting will be open for public comments and concerns. **28:09**

Call for written additions to the record.

A letter from TD& H (see exhibit "B"), and a letter from Big River Ruckus (see exhibit "C") were placed into the record. **29:00**

Chairman Briggs opened the public hearing for comment.

Via Zoom Sheila Rice spoke to the Commission on her assessment of needs in the community. **17:52**

Via Zoom Katie Pung shared her request for funds to help with NeighborWorks projects. **23:57**

Chairman Briggs called on public members present in the meeting.

Peter Johnson and Megan Sandford presented the needs for the History Museum.

Commission questions and comments were also included in this discussion. **26:03-36:37**

Undersheriff Reeves voiced his concerns about the need public improvements to the jail. **37:15**

Corey Hanson presented concerns for the search and rescue who need updated radios.

Commission questions and comments are also included in this discussion. **39:49-46:37**

Sarah Converse updated the Commission on the current and upcoming projects, **46:47-55:04**

Erik Ingman presented the Centerville Public Schools sharing their aging water systems. **56:30**

Lillian Sunwell via zoom spoke on behalf of Great Falls Development Authority. **1:04**

Chairman Briggs called for more public comment, with no further response. 1:04

Chairman Briggs closed the Public Hearing at 10:36 a.m.

Resume Regular Commission Meeting:

Chairman Briggs re-opened the Commission Meeting at 10:36 a.m.

Agenda Item #2

Motion to Approve or Disapprove

Resolution 22-09: Affirming the Allocation of ARPA funds for the NeighborWorks Affordable Housing Project. **1:05**

Phoebe Marcinek read the background found in the Agenda Action Report. **1:06**

Discussion amongst staff and Commission on this item. **1:07-1:13**

Commissioner Ryan made a **MOTION** to approve Resolution 22-09, for the Baatz Housing Project, for a total distribution of \$650,000 in ARPA funds. **Motion carries 3-0 1:13**

Agenda Item #3

Motion to Approve or Disapprove:

Resolution 22-10: Affirming the Allocation of ARPA funds for Use as Local Match for Successful House Bill 632 Grant Application for Water and Sewer. **01:45 1:14**

Phoebe Marcinek read the background found in the Agenda Action Report. **1:17**

Discussion amongst staff and the Commission on this resolution. **1:17-1:18**

Commissioner Ryan made a **MOTION** to approve Resolution 22-10 for the aforementioned water and sewer districts for a potential total distribution of \$2,975,522.00 in ARPA funds. **Motion carries 3-0 1:19**

Agenda Item #4

Motion to Approve or Disapprove

Planning Board Appointments (3 Vacancies) Term Expiration

New Applicants: Tessa DeWitt, Mike DeWitt, Beth Schoenen 12/31/2023

Dexter Busby (served 2 terms)

Dan Johnstone (served 3 terms)

Bruce Moore (served 1 term)

Commission comments. **1:19**

Commissioner Larson made a **MOTION** to appoint Dexter Busby, Bruce Moore, and Beth Schoenen with a term expiration of 12/31/2023. **Motion carries 3-0 1:22**

Agenda Item #5

Motion to Approve or Disapprove

Zoning Board of Adjustment Appointments (2 Vacancies) Term Expiration

New Applicants: Dexter Busby Tessa DeWitt 12/31/2023

Mike DeWitt David Deffenbaugh

Len Reed (served 2 ½ terms)

Commissioner Ryan made a **MOTION** to appoint Dexter Busby and David Deffenbaugh with a term expiration of December 31, 2023. **Motion carries 3-0 1:25**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103) None

Adjournment: Chairman Briggs adjourned this Commission Meeting at 10:57 a.m.

CASCADE COUNTY SPECIAL COMMISSION MEETING

January 26, 2022

CHAMBERS MEETING AND VIA ZOOM

11:00 AM

**Commission
Journal #62**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on February 22, 2022.

Cascade County Commission: Chairman Joe Briggs, Commissioner Jim Larson and Commissioner Don Ryan.

Present: Carey Ann Haight, Ben Snipes, Phoebe Marcinek, Bonnie Fogerty, and Marie Johnson.

Zoom Attendees: Nicole Girtten.

Call to Order: Chairman Briggs called the special meeting to order. **00:01**

Pledge of Allegiance: The pledge of allegiance was recited. **00:08**

Presentation: Chairman Briggs introduced Resolution 22-09 Opioid Litigation: agreement to Montana Distributors and Janssen Opioids settlement Memorandum of Understanding (and as amended) and participation in Distributors and Janssen Settlements. **00:10**

Ben Snipes presented this resolution. **01:21-02:31**

Conversation amongst Commissioners and staff, and public members concerning this resolution. **02:32-05:20**

Commissioner Larson made a **MOTION** to approve Contract 22-09 Opioid Litigation: agreement to Montana Distributors and Janssen Opioids settlement Memorandum of Understanding (and as amended) and participation in Distributors and Janssen Settlements. **Motion carries 3-0 05:21**

Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103): None

Adjournment: Chairman Briggs adjourned the special meeting at 11:06 a.m.

CASCADE COUNTY SPECIAL COMMISSION MEETING

January 31, 2022

CHAMBERS MEETING AND VIA ZOOM

9:00 AM

**Commission
Journal #62**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on February 22, 2022.

Cascade County Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Present: Carey Ann Haight, Phoebe Marcinek, Charity Yonker, Amber Hobbs, Rina Fontana Moore, Bonnie Fogerty, and Marie Johnson.

Zoom Attendees: Jordan Yuhas, Karen Alley, Nathan Hoines, Ronda Wiggers, John O. Leary, Jenn Rowell, and Craig Raymond.

Public Attendance: D. Wade Lawrence, Chris Gibson, John Faulkner, Larry Lewis, and Scott Moodie.

Call to Order: Chairman Briggs called the special meeting to order. **00:01**

Pledge of Allegiance: The pledge of allegiance was recited. **00:03**

Chairman Briggs announced that this special meeting is a public hearing to make a decision on an appeal of the Zoning Board of Adjustments decision rendered on November 15, 2021, for a special use permits approving second dwellings in the Foothills Ranch Phase III subdivision. **01:15**

Public Hearing:

Close the Commission Meeting:

Chairman Briggs recessed the Regular Commission Meeting at 9:04 a.m.

Open the Public Hearing:

Chairman Briggs opened the Public Hearing at 9:04 a.m.

Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. **(See Exhibit A)**

Staff Report:

Charity Yonker Planning Director read the Procedural Background which can be found in the Agenda Action Report. **03:49 – 24:23**

Written Testimony: Ms. Yonker presented a letter from Great Falls Public Schools (see Exhibit "B"), and emails from Wade Lawrence, Kelly Audet, Hannah Bateman, Del Ann Howard, Tim Yuhas, Jesse Rosteck, and Amy Parsons (see Exhibit "C").

Chairman Briggs had some additional comments about this public hearing. **24:52-25:48**

Call to Applicant:

Wade Lawrence, 54 Sun Valley Lane- stated that he filed the appeal on this special permit. **27:17-35:45**

Conversation amongst the applicant, staff, and the commissioners. **35:46-41:10**

Call for Proponents:

John Faulkner 37 Limestone Lane- approached the Commission. **41:34**

Conversation and comments between public, staff and the commissioners.

41:35-51:41

Chris Gibson 10 Cobblestone Lane-commented. **51:53**

Scott Moodie 7 Rock Quarry Lane- commented. **59:56**

John Faulkner-37 Limestone Lane- commented. **1:11**

Chairman Briggs called for Proponents, three times with no response. 1:12

Call for Opponents:

Kyle Moore of Signature Homes identified himself as the builder of the townhomes. He presented a large photo of the townhouses (see Exhibit "D"). **1:12**

Conversation and comments between public, staff and the commissioners. **1:24-1:29**

Larry Louis 65 Silver Mine Lane stated he is owner of a townhouse and shared his concerns. **1:30**

Chairman Briggs called for Zoom attendees to comment.1:31

Nathan Hoines spoke as a member of the development. **1:32**

Conversation and comments between public, staff and the commissioners.**1:42**

Chairman Briggs called for Opponents, three times with no response. 1:43

Call for Informational Witnesses:

Chairman Briggs called for Informational Witnesses, three times with no response. 1:43

Close to Public Hearing:

Chairman Briggs closed the Public Hearing at 10:46 a.m.

Resume Regular Commission Meeting:

Chairman Briggs re-opened the Commission Meeting at 10:46 a.m.

Chairman Briggs called for a motion.

Commissioner Larson made a **MOTION** to uphold the Zoning Board of Adjustment's decision and adopt the supplemental staff report in its entirety with Findings of Fact and recommendations, after consideration of all of the public comment and testimony, the record before the Board of County Commissioners and any new information presented to the Board of County Commissioners regarding the appeal, and approve Special Use Permits #026-2021, #027-2021, #028-2021, and #029-2021 to allow the construction of a second dwelling unit on Lots 8-11, Block 6, of the Foothills Ranch Phase III, Subdivision in Section 24, Township 20 North, Range 4 East, P.M.M., Cascade County, MT subject to the 4 conditions read earlier. **1:47**

Commission closing comments. **1:48-1:54**

Motion carries 3-0 1:54

Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103): None

Adjournment: Chairman Briggs adjourned the special meeting at 10:57 a.m.

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

February 2, 2022 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on February 22, 2022.

COMMISSION
MINUTES
JOURNAL # 62

Board of Cascade County Commissioners: Chairman Briggs excused, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff Present: Scott VanDyken- Sheriffs Dept., Chrissy Wood- Sheriffs Dept., Mary Embleton – Budget Officer, – Phoebe Marcinek, -Deputy County Attorney, Bonnie Fogerty Commission office, and Marie Johnson Deputy Clerk & Recorder

Public Members Present: None

Zoom Attendees: Rae Grulkowski, Brad Call, Carey Ann Haight, and Nicole Girten.

Commissioner Larson opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Resolution 22-11: Budget Appropriation within Fund 2918 increasing expenditures and revenues due to the State of Montana Board of Crime Control Grant Award, Subgrant 21-CV01-92767, COVID Relief Assistance. Total Amount: \$38,634 (Ref: Contract 22-03, R0424075).

JDC
01:24

Resolution 22-12: Budget Appropriation within Fund 2918 increasing expenditures and revenues due to the State of Montana Board of Crime Control Grant Award, Subgrant 21-CV01-92770, Keeping Cascade County Safe. Total Amount: \$50,000 (Ref: Contract 22-04, R0424076).

Sheriffs Dept.
03:38

Contract 22-10: Cooperative Law Enforcement Annual Operating Plan and Financial Plan between Cascade County and the USDA, Forest Service, Helena-Lewis & Clark National Forest, Agreement #18-LE-11015600-029 MOD 004. (2022 Annual Plan) Effective until December 31, 2022. Total Amount: \$3,500 (renewal)

Sheriffs Dept.
05:26

Contract 22-11: Cascade County Disaster and Emergency Services Distribution Management 2022 Plan.

DES
11:48

AGENDA –No items currently.

Additional Items added:

- **Resolution 22-13** Resolution 22-13: A resolution relating to financing of a proposed project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code in the maximum principal amount of \$550,000,000 with loan proceeds of the bonds to Montana Renewables, LLC. **12:40**
- **Contract 22-12** Karpel Solutions Hosted Contract Amendment for PROSECUTOR software program used in the County Attorney's Office. This will increase the number of licenses by five. Total Amount: \$14,000(5 Licenses/\$2,250 each = \$11,250 Support: \$2,250, Hosting: \$500) (Ref: Contract 20-123, R0394104) **18:06**

There were no additional items to add to the meeting.

Adjournment: Commissioner Larson closed the work session meeting at 2:25 p.m.

CASCADE COUNTY COMMISSION MEETING
February 8, 2022
Via Zoom and Conference room attendees
9:30 A.M.

Commission
Journal #62

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on February 22, 2022.

Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff: Carey Ann Haight- Chief Deputy Attorney, - Mary Embelton-Finance, UnderSheriff Reeves, Scott VanDyken- Sheriffs Dept., Chrissy Wood-Sheriffs Dept., Bonnie Fogerty- Commission and Marie Johnson -Deputy Clerk & Recorder

Attendees Via Zoom: Shanna Bulik-Chism, Brad Call, Phoebe Marcinek, Dan Semmens, Courtney Ellis, Rae Grulkowski, and Nicole Girten,

Public: Tony Burow.

Call to Order: Chairman Briggs called the meeting to order. **00:03**

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **00:07**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 03:11**

Call to move consent agenda item to the regular agenda.

Commissioner Larson moved Resolution 22-13 to the regular agenda. 4:52

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items:

Commissioner Larson made a **MOTION** to (A) Approve minute entries for January 5, 2021 (B) Approval of Routine Contracts as Follows:

Resolution 22-11: Budget Appropriation within Fund 2918 increasing expenditures and revenues due to the State of Montana Board of Crime Control Grant Award, Subgrant 21-CV01-92767, COVID Relief Assistance. Total Amount: \$38,634 (Ref: Contract 22-03, R0424075). **05:03**

Resolution 22-12: Budget Appropriation within Fund 2918 increasing expenditures and revenues due to the State of Montana Board of Crime Control Grant Award, Subgrant 21-CV01-92770, Keeping Cascade County Safe. Total Amount: \$50,000 (Ref: Contract 22-04, R0424076). **5:27**

Resolution 22-13: A resolution relating to financing of a proposed project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code in the maximum principal amount of \$550,000,000 with loan proceeds of the bonds to Montana Renewables, LLC. **5:06 Resolution moved to the regular agenda.**

Contract 22-10: Cooperative Law Enforcement Annual Operating Plan and Financial Plan between Cascade County and the USDA, Forest Service, Helena-Lewis & Clark National Forest, Agreement #18-LE-11015600-029 MOD 004. (2022 Annual Plan) Effective until December 31, 2022. Total Amount: \$3,500 (renewal) **06:03**

Contract 22-11: Cascade County Disaster and Emergency Services Distribution Management 2022 Plan. **05:53**

Contract 22-12: Karpel Solutions Hosted Contract Amendment for PROSECUTOR software program used in the County Attorney's Office. This will increase the number of licenses by five. Total Amount: \$14,000(5 Licenses/\$2,250 each = \$11,250 Support: \$2,250, Hosting: \$500) (Ref: Contract 20-123, R0394104) **07:06**

Motion carries 3-0 to approve items on the consent agenda 08:47

Agenda Item #1

Motion to Approve or Disapprove:

Resolution 22-13: A resolution relating to financing of a proposed project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code in the maximum principal amount of \$550,000,000 with loan proceeds of the bonds to Montana Renewables, LLC. **09:28**

Chairman Briggs presented this Resolution. **09:29-10:30**
Conversation amongst Commission, Carey Ann Haight, Courtney Ellis, and Dan Semmis. **10:30-15:27**

Commissioner Larson made a **MOTION** to approve Resolution 22-13 a resolution relating to financing of a proposed project, establishing compliance with reimbursement bond regulations under the Internal Revenue Code in the maximum principal amount of \$550,000,000 with loan proceeds of the bonds to Montana Renewables, LLC.

Motion carries 3-0 16:52

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103) None

Adjournment: Chairman Briggs adjourned this Commission Meeting at 09:48 a.m.

February 22, 2022

Contract #22-15

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Collective Bargaining Agreement by and between Teamsters Local Union #2 Teamsters Local Union #2 and the Cascade County Office and Clerical Employees
(Effective: July 1, 2021 - June 30, 2023)

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 22-15

BACKGROUND:

Collective Bargaining Agreement between Cascade County and the Teamsters Local Union #2 Office and Clerical Employees. Effective: July 1, 2021 - June 30, 2023.

RECOMMENDATION: Approval of Contract 22-15.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 22-15, Collective Bargaining Agreement by and between Teamsters Local Union #2 Teamsters Local Union #2 and the Cascade County Office and Clerical Employees. Effective: July 1, 2021 - June 30, 2023.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 22-15, Collective Bargaining Agreement by and between Teamsters Local Union #2 Teamsters Local Union #2 and the Cascade County Office and Clerical Employees. Effective: July 1, 2021 - June 30, 2023.

COLLECTIVE BARGAINING AGREEMENT

By and Between

TEAMSTERS LOCAL UNION #2

and

THE CASCADE COUNTY OFFICE AND CLERICAL EMPLOYEES

Effective:

July 1, 2021 - June 30, 2023

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P R E A M B L E

THIS AGREEMENT is made and entered into by Cascade County, Great Falls, Montana, hereinafter call the "Employer" and Teamsters Local #2, hereinafter called the "Union", for the purpose of promoting and improving the relations between the Employer, its Employees and the Union.

DEFINITION OF TERMS:

1. Employer, as referred to in this contract, means Cascade County, acting through the Board of Cascade County Commissioners, Elected Officials and their appointed managers.
2. Union, as referred to in this Contract, means Teamsters Local Union #2.
3. Shall, will, and must, when used in this Contract, means that no option exists in following the particular contract clause.
4. May, as used in this Contract, indicates an optional condition in following the particular contract clause.
5. Grievance, as used in this Agreement, is limited to a complaint or request of an employee, which involves the interpretation of, application of, or compliance with, the provisions of this Agreement.
6. Days, when used in this Contract, means calendar days unless otherwise specified.
7. Permanent part-time employee means an employee who normally works twenty (20) – thirty-nine (39) hours a week.
8. Permanent full-time employee means an employee who normally works forty (40) hours a week.
9. Temporary position means a position created for a definite period of time, not to exceed nine (9) months.
10. Immediate family: Spouse, son or daughter, sister or brother, stepchildren, father or mother, father-in-law or mother-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandchildren, grandparents of employee and spouse.
11. Progressive discipline means a process of applying disciplinary actions which may progress from less serious actions to more serious actions based upon the initial severity, on the repeated nature or on a pattern of misconduct or poor performance. Progressive discipline may range from corrective counseling to discharge in accordance with Cascade County Operations Manual 30-8.

WHEREAS, the parties hereto have reached an agreement concerning salaries and other conditions of employment as a result of collective bargaining and for the purpose of providing for peaceful settlement of problems that may arise and to promote harmony and cooperation between the Union and the Employer to their mutual benefit.

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing, and hereafter to accrue to the respective parties, it is hereby agreed by and between said parties as follows:

ARTICLE 1. RECOGNITION, UNION SECURITY

The Employer recognizes the Union as the exclusive bargaining agent for the following employees:

A. All non-exempt office and clerical employees of the Employer: Administrative Assistants, Accounting Technicians, various Clerks, Medical Records, Elections Specialists, Eligibility Technicians, and Receptionists. For the purpose of this Agreement, non-exempt shall mean non-exempt for the purpose of the Fair Labor Standards Act.

The Employer and the Union agree that the Union is not the bargaining agent for short-term employees. Short-term workers will not displace a full-time position.

B. The Union recognizes that it is not the bargaining agent for the supervisors, management officials and confidential employees of the Employer, as defined by MCA 39-31-103. These employees include, but are not limited to:

AGING: all positions

COMMISSIONER'S OFFICE: all direct reports to the Commissioners

COUNTY ATTORNEY: Office Manager and Para-legal staff

DES: Administrative Assistant

EXTENSION: Office Manager

EXPOPARK: all positions except Administrative Assistant & Accounting Technician

HUMAN RESOURCES: all direct reports to the HR Director

C. The Employer shall notify the Union of any new position within the bargaining unit. Any disagreement between the Employer and the Union over positions excluded from the bargaining unit shall be submitted to the Board of Personnel Appeals for a final decision.

ARTICLE 2. MANAGEMENT RIGHTS

A. This Contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

B. The provisions of this Contract are intended to state minimum standard of employees' rights and benefits and the Employer is not hereby prohibited from extending additional benefits to its employees when in its judgment such benefits are justified.

C. The Union and their representatives shall recognize the prerogatives of the Employer to operate and manage their affairs in such areas as, but not limited to:

1. Direct employees and require observance of Federal, State, and Cascade County rules and regulations, procedures, and policies;
2. Hire, promote, transfer, assign and retain or discharge for just cause;
3. Relieve employees after giving ten (10) working days-notice, except for cases of emergency, from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintain the efficiency of County operations;
5. Determine the methods, means, job classification, and personnel by which County operations are to be conducted;
6. Take whatever actions may be necessary to carry out missions of the County in situations of emergency;
7. Establish the methods and processes by which is performed.

D. The foregoing enumeration of the Employer's management rights shall not be deemed to exclude other functions not specifically set forth.

ARTICLE 3. SEVERABILITY

In the event that any provisions of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE 4. NON-DISCRIMINATION

A. No employee shall be discharged or discriminated against for upholding lawful Union principles, or working under the instructions of the Union, so long as such activity does not interfere with the efficient operation of Cascade County, except as revised by this Agreement. It is agreed that any and all conditions enjoyed by the employees prior to the date of the Agreement will not be denied to them because of the signing of this Agreement.

ARTICLE 5. UNION SECURITY

A. The Employer agrees that as a condition of employment, all employees covered by this Agreement shall, within thirty (30) days of employment, become members of the Union or make arrangements to pay an equivalent monthly membership fee. All employees covered by this Agreement shall continue to pay dues each month. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer under the provisions of this Article.

ARTICLE 6. UNION RIGHTS

A. The internal business of the Union shall be conducted by the employee during their non-duty hours.

B. The Union or Union Committees shall be allowed the use of the Employer's facilities for meeting when such facilities are available and the meeting would not conflict with the business of the Employer.

C. The Board of County Commissioners or their designated representative shall provide the Union, when changed or requested, a listing of new employees and terminated employees.

D. Employer agrees to deduct from the pay of all employees covered by this Agreement the dues of the Union, provided the employee has executed the proper payroll deduction authorization form.

ARTICLE 7. MAINTENANCE OF STANDARDS

A. The Employer may revise its personnel policies including MCA 39-31-303, provided however, any such changes shall not decrease the wages paid to members during the term of this Agreement. Provided further, the Employer shall inform the Union of any changes to its personnel policies

ARTICLE 8. PAY AND HOUR

A. Pay shall be in accordance with Addendum "A".

B. Hours and Overtime

1. Employees who are required to work in excess of forty (40) hours in a week shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess thereof. Supervisory approval is required of all overtime worked.

There shall be no compounding or pyramiding of premium pay or overtime pay. Upon mutual agreement between the Employer and the employee, an employee may be allowed to accrue and use compensatory time in lieu of cash overtime compensation.

Compensatory time must accrue at the rate of time and one-half (1-1/2). Holidays count as regular hours worked for accrual of compensatory time or overtime. Vacation leave, sick leave, and compensatory time will not be counted as regular hours worked for the accrual of compensatory time or overtime.

2. An employee who is called to work outside of the employee's regular shift shall be paid a minimum of four (4) hours at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. Each additional hour shall also be paid at one and one-half (1-1/2) times the employee's regular rate of pay. An employee is considered called to work when a supervisor requests the employee to work outside the employee's regular shift. An employee may request to work additional or overtime hours to complete work, however, these hours are not considered "called to work" and must have supervisory pre-approval.

3. Unless specially provided in this Agreement or in cases of statutory emergency declared by the Board of County Commissioners, an employee's regular work schedule shall not be changed without the employee's consent or without first being given ten (10) calendar days notice of change. Any work schedule change without ten (10) days' notice must be with mutual agreement only.

4. The Employer and Union recognize the diversity of work assignments within county government. All overtime work assignments that do not affect the outcome of services, and cannot be used to supplement permanent part-time positions or temporary part-time employees' regular hours within each department (work unit), shall be assigned to the appropriate permanent employee within the department. Overtime shall be offered first to permanent full-time, then permanent part-time employees before temporary employees within the same department. Overtime within the classification for these assignments shall be equalized whenever practical. Overtime assignments that can be performed by various classifications in their normal course of duties shall be assigned at the discretion of the supervisor.

5. Rest Periods: Employees shall receive two (2) twenty (20) minute rest periods during each work day, one during the first four (4) hours of work and a second during the second four (4) hours of work. The twenty (20) minutes shall be consecutive. This time may not be used to shorten the workday. All rest periods must be approved by and coordinated with the employee's supervisor.

6. Meal Period: Employees shall receive a one (1) hour meal period during each work day. This time shall be non-paid time and the employee may elect to leave the Employer's property during this time.

7. Calls After Hours. Should an employee be called after working hours, they will be compensated for the time of the call in the minimum of fifteen (15) minute increments (for example a 3-minute call = 15 minutes pay, a 16 minute call = 30 minutes pay etc.). If an employee is on accrued time (vacation, comp, sick etc.) they will have that time reverted to regular work hours in the same increment schedule as above.

ARTICLE 9. SENIORITY AND LONGEVITY

A. Longevity for wage purposes shall be from the date of last hire. Seniority shall be computed from the date the employee began regular uninterrupted service with his/her assigned department. If an employee successfully completes his/her probationary period, the time worked during probationary period will count towards seniority.

B. Absence from the job due to layoffs will be considered lost time for the purpose of longevity; however, previous service upon re-employment shall count towards longevity.

C. Absence from the job due to leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of longevity and seniority; however, previous service upon re-employment shall count towards seniority and longevity.

D. All seniority rights and all other rights under this Agreement shall be lost if any of the following occurs:

1. Employee quits of his own accord;
2. Employee is dismissed for just cause;
3. Employee does not return to work when recalled after lay off unless excused for illness or other valid reason; and,
4. Employee is absent from the payroll continuously for three hundred and sixty-five (365) days or more.

E. No permanent employee shall be laid off while there are temporary employees serving in the same department.

ARTICLE 10. LEAVE

A. Annual Leave: Employees shall be eligible for annual vacation leave in accordance with State statute. Annual vacation leave charges will be recorded and approved in accordance with Cascade County Operations Manual.

B. Sick Leave: Employees shall be eligible for sick leave in accordance with State statute. Annual sick leave charges will be recorded and approved in accordance with Cascade County

Operations Manual.

C. Bereavement Leave: Employees shall be allowed leave with pay because of death in the employee's immediate family, not to exceed three (3) scheduled workdays per death.

D. Leave Without Pay: A leave of absence without pay may be granted in accordance with the Cascade County Operations Manual.

E. Family and Medical Leave: The Employer shall follow the requirements of the Family and Medical Leave Act and Cascade County Operations Manual with respect to eligible employees.

F. Maternity Leave: Employees shall be entitled to a reasonable maternity leave as required by federal and Montana law. Accrued sick leave may be used for maternity purposes in accordance with MCA 2-18-601.

ARTICLE 11. HEALTH INSURANCE

A. The County agrees to make Health Insurance Premium Contributions for Teamster Clerical unit members in the same amount as any other bargaining unit, non-union employee or elected official during the term of this Agreement.

Health insurance coverage will become effective the first of the month following the date of employment for eligible employees, only after the employee has submitted the proper paperwork.

ARTICLE 12. HOLIDAYS

A. Employees shall be granted the following days and holidays without loss of pay:

New Year Day - January 1
Martin Luther King Day - 3rd Monday in January
Washington-Lincoln Birthday- 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veterans Day - November 11
Thanksgiving Day - 4th Thursday in November
Christmas Day - December 25
General Election Day

B. All holidays listed in Section A above will be granted to permanent full-time and part-time employees. Employees will receive Holiday pay as replacement pay to their regularly scheduled hours. For instance, an employee on a four 10-hour schedule will receive 10 hours of holiday

pay when the holiday falls on their normal scheduled day to work.

C. Employees required to work on a holiday shall be paid two and one-half (2-1/2) times their regular rate of pay. Holiday pay or premium pay is limited to the twenty-four (24) hour period of the observed holiday, work hours that continue beyond the twenty-four (24) hour period shall be paid according to Article 8, Section B.

D. Observance of holidays falling on any employee's day off: Any employee of Cascade County, who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the following day of said holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.

ARTICLE 13. JOB SECURITY

A. Probationary Period

1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the appointing authority, meet the required standards of performance.
2. The probationary period shall be six (6) months. By written notice to the employee before the end of the six (6) month probationary period, the Employer may extend the six (6) month probationary period by an additional three (3) months with the approval of the Union. The request for extension shall identify the reason and the length of the extension.
3. If the appointing authority determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice by the Employer. Separation during employee's probation period is not subject to the grievance procedure in this Agreement.

B. Dismissal

1. The Employer may remove any employee with permanent status only for just cause, but not before furnishing the employee and the Union, with a written statement of the statutory or other grounds and specific reasons for dismissal in sufficient detail to apprise the employee of the facts. The Employer shall include in the written statement to the employee and the Union, notice of the employee's right to file a grievance within fourteen (14) days from the date of notice of dismissal.
2. This provision shall not, however, be construed as precluding the Employer from relieving an employee immediately from his/her official position or from excluding him/her from his/her post or place of duty of employment pending preparation and giving

notice of such dismissal, but no pay shall be withheld for such period.

3. An employee, who has completed his/her probationary period, may appeal his/her dismissal through the grievance procedure.

4. Any suspension which results in time off without pay may be appealed through the grievance procedure.

5. The change of elected official for political reasons shall have no effect on the employee's status for longevity or pay.

6. The Human Resource Office shall be designated as the official location of personnel files for Cascade County Government. Formal disciplinary action taken against employees shall be reviewed with the employee and must be kept in this file. Counseling session notes, verbal warnings and documentation notes that are or may be related to disciplinary action may be kept in other files, diaries, etc., by supervisors for reference.

ARTICLE 14. JOB VACANCIES

A. Job vacancy announcements for all permanent positions within Cascade County shall be posted at the Human Resources office and sent to each department. All positions shall be posted for a minimum of seven (7) calendar days.

B. Employees who transfer to new jobs within Cascade County shall maintain their seniority for vacation accrual purposes. Seniority for reduction-in-force purposes shall begin on the employee's first day of work at the job into which the employee transferred.

C. Employees who transfer into new jobs within Cascade County shall be paid in accordance with Article 8.

D. When a permanent employee covered by this Agreement is absent from his or her job, but maintains full seniority status (for example, military leave and FMLA leave) the Employer may fill the vacancy in any manner deemed suitable. If another permanent employee covered by this Agreement performs the job duties of the absent employee, the employee shall continue to accumulate seniority in his or her regular position. Temporary employees may be hired to perform the job duties of the absent employee, if necessary.

ARTICLE 15. REIMBURSABLE EXPENSES

Per Diem - car mileage shall be set according to Cascade County Operations Manual 50-1.

ARTICLE 16. JOB SAFETY AND HEALTH

A. This Agreement recognizes that compliance with safety rules and regulations is essential. To

be effective, all employees must be constantly on the lookout for any condition or action which must be unsafe or careless. Both the Union and the County agree to promote all rules necessary to ensure safe working conditions.

B. Employees shall observe safety rules, including the use of protective equipment provided by the County, intended for the protection of the individual, the other employees or the public.

C. Accidents resulting in injury or damage to County property shall be reported to his/her immediate supervisor.

ARTICLE 17. GRIEVANCE PROCEDURE

A. Grievance Steps

Step 1. Any grievance, controversy or dispute shall be presented in writing to the immediate supervisor within fourteen (14) calendar days of such grievance. The immediate supervisor shall respond in writing to the grievant no later than seven (7) calendar days.

Step 2. If such controversy cannot be adjusted at Step 1 within fourteen (14) calendar days it shall be presented, in writing, as a formal grievance to the elected official or department head who shall render a decision within fourteen (14) calendar days. If the controversy remains unresolved it shall be submitted to Step 3.

Step 3. If not resolved at Step 2, the grievance shall be moved to Step 3 within fourteen (14) calendar days. The County Commissioners or their designee shall consider written statements and, within fourteen (14) calendar days after submission to them, meet with the parties in an effort to resolve the controversy. The Commissioners shall submit a written decision to the parties within fourteen (14) calendar days after said meeting.

Step 4. If no settlement can be reached at Step 3, the parties shall submit the grievance to arbitration. The party desiring arbitration shall notify the other parties to the dispute of the decision to seek arbitration within fourteen (14) calendar days of the decision reached at Step 3.

B. Mediation Option

At any step prior to arbitration, parties may request mediation if mutually agreed to. Mediation has no bearing on the future course of grievance/arbitration. Mediation shall be at no cost.

C. Rules of Grievance Processing

It is agreed:

1. The time limits at any stage of the grievance procedure may be extended by written mutual

agreement of the parties involved at that step;

2. A grievance presented at Step 1 and above, shall be dated, signed by the employee(s) or the employee(s) representative; shall set forth a statement of facts upon which said grievance is based; include the date of occurrence and/or discovery; shall cite the rights which are claimed to be violated and the remedy or correction requested.

A decision shall be written to the aggrieved employee(s) and Union and shall be dated and signed by the Employer's representative at that step. Unresolved grievances will be submitted to Step 3.

D. Arbitration Procedure

1. When a grievance is submitted for arbitration, if representatives of the County and the Union cannot agree upon an impartial arbiter, the State Board of Personnel Appeals will be solicited, jointly, for a list of five (5) arbiters. The first to strike shall be determined by chance. The remaining arbiter, whose decision shall be final and binding upon both parties, shall decide the dispute.

2. The Board of County Commissioners shall be notified by the Union, in writing, of employee's intention to submit a grievance to arbitration, and the Union will be similarly notified of the Employer's intention to submit a matter to arbitration.

3. The expenses of arbitration shall be borne by the two parties equally. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the records. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

4. Any failure or refusal to abide by the terms of this grievance or arbitration procedure shall constitute a waiver by the party who breaches the Agreement of the rights and constraints created.

5. No arbiter or Board of Arbitration shall have the power to add to, subtract from, or modify any of the terms of this Agreement, nor shall it substitute its discretion for that of the County or the Union where such discretion has been retained by the County or the Union.

6. If the arbiter shall award back wages covering the period of the employee's separation from the payroll of the County, the amount so awarded shall be less any compensation received which the employee would not have earned had he/she been suspended or discharged.

ARTICLE 18. GENERAL

A. Should any provisions contained in this Agreement be declared invalid by reason of any existing or subsequently enacted legislation or court decree, such terms of the Agreement shall be modified so as to conform to the requirements of such laws or decree, all other provisions of this Agreement shall continue in full force and affect.

B. During the term of this Agreement, it is understood that the Union will not cause, permit, or authorize its members to strike, sit down, slowdown, or engage in any work stoppage or limitation of its County's service, except when the Employer refuses to grieve or abide by an arbiter's decision.

ARTICLE 19. PENSION

Effective July 1, 2019, the Employer shall pay, in lieu of wages, into the Western Conference of Teamsters Pension Trust Fund, on account of each employee in the bargaining unit, the sum of fifteen cents (\$.15) per compensable hour. Even though this pension amount is not noted as part of the pay matrix it is considered as part of the pay package. If more contributions into the Western Conference of Teamsters Pension Trust Fund is requested, that amount will be deducted from the pay matrix.

The Employer shall remit the reduced amount of wages to the Western Conference of Teamsters Pension Trust Fund, as an Employer contribution to the Pension Fund. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month.

The Employer agrees to execute such pension trust agreements, forms or other documents as may be necessary to effectuate and to continue in existence the pension plan herein inaugurated, and to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

The Union may at any time, during the term of this Agreement, reopen the Agreement for the sole purpose of negotiating an increase in the hourly sum to be paid by the Employer, provided however, that any increased hourly amount to be paid by the Employer into the said Trust Fund as a result of such negotiations shall be obtained via a reduction in the hourly wages provided by Addendum "A" of this Agreement by an amount equal to such increase.

Effective July 1, 2019, all other pension participants shall assume all surcharges and other liabilities imposed by the Pension Protection Act (PPA). Each will be documented by a LOU. Surcharges shall be deducted from and shall reduce the hourly wages provided by Addendum "A" of this Agreement by an amount equal to such increase.

ARTICLE 20. TERM OF AGREEMENT

THIS AGREEMENT is effective July 1, 2021, and shall continue in full force and effect until June 30, 2023, at which time it is automatically renewed and continued in effect from year to year thereafter, unless written notice is given by either party to the other party before the 1st day of May of any year, indicating that changes in the Agreement are desired or for termination of this Agreement. Such notice shall set forth the changes requested to be made in the Agreement or termination of the Agreement.

UNION

TEAMSTERS LOCAL UNION NO. 2

Jim Stone, Business Representative

COUNTY

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L Larson, Commissioner

Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of February, 2022.

Attest

On this _____ day of February, 2022, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Don Ryan.

Rina Fontana Moore, Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

ADDENDUM "A"

Effective July 1, 2021, starting salary for new employees represented by Clerical Teamsters Local #2 will be \$14.80 (no MACo CPI COLA increase).

Effective July 1, 2021, increase all classifications (except new hires on or after July 1, 2021) by \$1.13 per hour (no MACo CPI COLA increase).

Effective July 1, 2022, increase all classifications and starting wage by twenty cents (\$0.20) per hour plus MACo COLA or a minimum of 1% and a maximum of 3%.

For July 1, 2022, increase, MACo COLA will be added after the annual increase.

LONGEVITY:

After one (1) year of continuous employment, the employee will receive an additional ten cents (\$0.10) per hour, after three (3) years of continuous employment the employee will receive an additional ten cents (\$0.10) per hour, after five (5) years of continuous employment the employee will receive an additional thirty cents (\$0.30) per hour, after ten (10) years of continuous employment the employee will receive an additional thirty cents (\$0.30) per hour, after fifteen (15) years of continuous employment the employee will receive an additional thirty cents (\$0.30) per hour, continuing in increments of five (5) years throughout the life of this Agreement for eligible employees. Longevity pay will become a permanent part of the employee's salary. The date shall be established on the employee's anniversary date.

Retroactive pay will only be paid to those employees who are working under the new Collective Bargaining Agreement by and between Teamsters Local 2 and the Cascade County Office and Clerical Employees Collective Bargaining Agreement (CBA) at time of the ratification of the new CBA or those employees who have continued employment with the County and are no longer covered by the CBA. For those employees still with the County outside of the Cascade County Office and Clerical Employees CBA retro pay will be from July 1 until they took the new position outside of the CBA.

February 22, 2022

Contract 22-18

Agenda Action Report
prepared for the
Cascade County Commission

ITEM	Lease Agreement Between Great Falls School District No. 1 & A and Cascade County
INITIATED BY	Cascade County Extension Services
PRESENTED BY	Rose Malisani, Extension
ACTION REQUESTED	Approval of Contract 22-18

BACKGROUND:

Cascade County Extension Services has had a lease relationship with the Great Falls School District, utilizing the north wing in the District owned facility known as GREAT FALLS EARLY LEARNING FAMILY CENTER ('ELF'), located at 3300 Third Street NE, Great Falls, Montana. The existing lease agreement is subject to terminate on or about June 30, 2022. Accordingly, the parties have re-negotiated the terms of the Lease, which will commence on June 30, 2022, and end June 30, 2024. The Annual lease fee is \$26,563.00 and is payable in monthly installments \$2,213.58.

RECOMMENDATION:

Approval of Contract 22-18, the Lease Agreement Between Great Falls School District No. 1 & A and Cascade County.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move that the Board of Cascade County Commissioners **APPROVE** Contract 22-18, the Lease Agreement Between Great Falls School District No. 1 & A and Cascade County “

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Board of Cascade County Commissioners **DISAPPROVE** Contract 22-18, the Lease Agreement Between Great Falls School District No. 1 & A and Cascade County or

LEASE AGREEMENT
BETWEEN
GREAT FALLS SCHOOL DISTRICT NO. 1 & A
AND
CASCADE COUNTY

THIS LEASE is made and effective on this 1st day of March 2022, by and between GREAT FALLS SCHOOL DISTRICT NO. 1 & A (hereinafter referred to as "Lessor" or "District"), and CASCADE COUNTY, acting for and on behalf of the Montana State University Extension Office (hereinafter collectively referred to as "Lessee").

1. **DESCRIPTION OF PREMISES AND USES.** Lessor leases to Lessee the north wing in the District owned facility known as GREAT FALLS EARLY LEARNING FAMILY CENTER ("ELF"), located at 3300 Third Street NE, Great Falls, Montana and more specifically 4,617 square feet in the ELF (hereinafter referred to as "Premises"). The Premises are more particularly described on the diagram attached hereto as Schedule A.

2. **USE.** Lessee may only use the Premises for the operation of an educational outreach program, and all incidental uses thereto unless Lessor gives advance written consent to another use. Lessee shall not create a nuisance or use the Premises for any illegal purposes. Lessee acknowledges that neither Lessor nor Lessor's agents have made any representation or warranty as to the present or future suitability of the Premises for Lessee's intended use.

- The District retains the option to use the remaining space and surrounding real property for public usage at times.
- The District reserves the right to convert the building in which the premises is located into a school at any time. Should the District elect to convert the premises into a school, the lease will be terminated. The District will provide a six (6) months written notice to Lessee.

3. **TERM AND POSSESSION.** The term of this Lease shall be two (2) years commencing on June 30, 2022 through June 30, 2024, unless sooner terminated pursuant to any provision contained herein, or upon mutual agreement of the parties. Provided Lessor and Lessee can agree upon the terms of renewal, Lessee may renew this Lease for additional one (1) year under terms and conditions agreed upon, subject to approval by the Board of any new terms. If a majority of the Board determines not to renew, or if the parties cannot agree upon terms of renewal, the lease shall terminate at the end of the initial term.

4. **TERMINATION** During the lease agreement, the Lessee may terminate the agreement with 30 days' notice. The Lessor may terminate the agreement with at least 60 days' notice.

5. **ACCEPTANCE OF PREMISES.** Lessee accepts the Premises "**AS IS**" and in its present condition. Lessor has provided Lessee and/or Lessee's representatives with ample opportunities to examine the Premises to their satisfaction.

6. **RENT.**

- **Monthly Rent.** The annual lease fee under this Agreement shall be Twenty-Six Thousand Three Hundred Dollars (\$26,563.00), payable in monthly installments of Two Thousand One Hundred Ninety-One Dollars and Sixty-Six Cents (\$2,213.58), and shall begin June 30, 2022. Lessee shall pay Lessor monthly rent on or before the tenth (10th) day of each month during the term of this Lease. The monthly rent will be paid in advance at the address specified for Lessor below without prior demand and without any abatement, deduction or setoff.
- **Late Charge.** All payments of rent called for hereunder or under the terms of any option are due and payable on the first day of each month. If said rental payments are not in the hands of Lessor on or before the 15th day of the month in which they are due, then, in that event, Lessee shall pay an additional late fee. Lessee shall pay an additional Fifty and no/100 Dollars (\$50.00) per day for each day after the 15th day of the month that the rent is late as the late fee, up to a maximum of \$500.
- **Hours of Operation.** The operational days/hours are restricted to Monday-Friday. Lessee may use the space on Saturdays if scheduled with the District a month in advance. This is to allow the District to maintain proper support (custodial, heat, etc.).
- **Personal Property Taxes.** Before delinquency, Lessee shall pay taxes, if any, assessed during the term against trade fixtures or personal property placed by Lessee in the Premises.

7. **QUIET ENJOYMENT.** Lessee shall have the right at all times during the term of the lease to possession.

8. **COMPLIANCE WITH LAWS.** Lessee and Lessor shall comply with all applicable laws, rules, regulations, ordinances and zoning, including laws:

- regarding the physical condition of the Facility and Premises, but as to Lessee, only to the extent the applicable laws pertain to the particular manner in which Lessee is allowed to use the Premises; and
- regarding the lawful use of the Facility and Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking and illegal business operations such as unlicensed gambling.

9. **USES PROHIBITED.** Lessee and Lessor agree that they shall not use or permit the Premises or Facility, respectively, or any parts thereof to be used for any unlawful or illegal purpose, including uses that are not in compliance with Great Falls School District's policies, rules and regulations. Any such unlawful or illegal use will be deemed a default of the terms of the Lease. Lessor will provide a copy of its policies, rules and regulations to Lessee prior to occupancy.

Neither Lessee or Lessor shall cause or permit the presence, use, disposal, storage, or release of any hazardous substance near or upon the Premises or elsewhere within the Facility. Neither Lessee or Lessor shall do or allow any of its employees, representatives, guests, or invitees to do anything affecting the Facility or Premises that is in violation of any environmental law or regulation. The parties shall indemnify and hold each other harmless from any and all liability under this clause associated with the other party's use of hazardous substances. The parties shall promptly give the other party written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the use or disposal of any hazardous substance or the alleged violation of any environmental law or regulation that such party has actual or implied knowledge of and shall take all necessary action as required by environmental laws and regulations to comply therewith. As used in this section, "hazardous substances" are those substances defined as toxic or those substances whose use or disposal is regulated in any fashion by federal, Montana State or Cascade County rule or relating to health or environmental protection. Any violation of this section by either party shall be considered as an event of default. Said indemnification shall survive the termination of this Lease by default or any other act of the parties or action of law.

10. UTILITIES, MAINTENANCE AND ACCESS.

- a. **Utilities.** Lessor shall pay all reasonable costs associated with utilities, water, sewer, garbage disposal, electricity, and gas. District will not be liable for any loss that may result from the quality, quantity, interruption, or failure of any such utilities or services. Lessee shall pay all costs associated with telephone services, internet services and/or any other utility used in or about the Premises.
- b. **Maintenance.** Lessee shall pay all maintenance costs, including custodial services, to maintain Lessor's Premises in good condition, excluding the roof and structural parts that shall be maintained by Lessor. Structural parts to be maintained by Lessor include, but is not limited to, the foundation, bearing, exterior walls (excluding glass and doors), and sub-flooring. Lessee shall be responsible for maintaining the interior of the Premises and all interior glass and windows. Lessor agrees to provide daily garbage removal Monday through Friday.

Lessee shall act to minimize any injury to persons or property and shall take all reasonable steps under the circumstances to mitigate any damages.

If there is evidence of Lessee abuse or neglect involving maintenance or repair, Lessor will have the right to perform maintenance and repairs and to charge Lessee for the direct cost of the maintenance and repairs.

Each party shall keep all areas under their respective control in a sanitary and good condition, free of insects, rodents, vermin and other pests.

Lessee has inspected the Premises and accepts the same in its present condition, agreeing to maintain the Premises as set forth above, reasonable wear and tear excluded.

Lessor will maintain all common areas and exterior areas, to include sidewalks, parking lots and lawns.

- **Lessor's Access.** Lessee will provide District's representatives with access to the Premises when requested, and the District will have the right to retain a complete set of keys for use in emergencies.

11. SURRENDERING THE PREMISES. Upon the ending date or the date of the last extension term, if any, ends, whichever is later, Lessee shall surrender the Premises to Lessor in the same condition that the Premises were in on the beginning date except for:

- ordinary wear and tear;
- from any cause not required to be repaired or replaced by Lessee; and
- alterations as permitted by this Lease unless consent was conditioned on their removal.

Upon surrender, Lessee shall remove from the Premises Lessee's personal property, trade fixtures and any fixtures or improvements (including signs) installed by Lessee or at Lessee's request and required by Lessor to be removed. Lessee shall repair any damage to the Premises caused by the removal of said improvements, fixtures or personal property. Unless Lessor demands certain fixtures, signs and improvements be removed upon surrender of the Premises, said fixtures, signs and improvements shall remain with the Premises. Any personal property not removed by Lessee shall be considered abandoned. Lessor may dispose of abandoned items as Lessor chooses and bill Lessee for the cost of their disposal, minus any revenues received by Lessor for their disposal.

12. SIGNAGE. The parties acknowledge that the use of the Premises may require the use, erection or other construction of a sign. Any signs or advertising which is intended to be placed outside the interior walls of the Premises shall be approved, in advance, by Lessor. Lessee shall submit photographs or drawings to Lessor in sufficient detail to adequately demonstrate Lessee's request and Lessor shall approve or disapprove of the construction or erection of such signs at the sole discretion of Lessor. Any signage or advertising utilized within the Premises shall be tastefully done and shall not create an appearance which detracts from the general business atmosphere of the entire building. Any signage must conform to all state and local regulations. Upon surrender of the Premises, Lessee shall remove all signage. Lessee must repair any damage caused to the Premises by the removal of the sign(s).

13. ALTERATION OF PRESENT STRUCTURE. Lessee shall not have the right to make changes to the interior of the Premises without Lessor's written permission for changes, alterations and renovations prior to commencing work. Permission for improvements or remodeling shall be at the sole discretion of Lessor. Unless required to be removed by Lessor, all improvements, alterations and renovations affixed to the Premises shall remain with the Premises. Lessor agrees to Lessee installing cabinets which will be removed upon termination of the lease.

14. INSPECTION OF PREMISES. Lessee acknowledges that its representatives have had sufficient access to the Premises to conduct a full and complete inspection and investigation of the

Premises which has been accomplished prior to the execution of this agreement. Accordingly, Lessee accepts the Premises on an "AS IS" condition and acknowledges that Lessor has not warranted the Premises. Lessor represents to Lessee that, to the best of its knowledge, there are no latent defects in the plumbing, electrical or structural components of the Premises.

15. WASTE AND NUISANCE PROHIBITED. During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall not commit, or suffer to be committed, any waste on the Premises or any nuisance. At the end of this Lease, Lessee shall return the Premises in "broom-clean" condition free from any damage excepting only reasonable wear and tear.

16. ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the Premises at any time during the term of this agreement. If Lessee shall abandon, vacate or surrender the Premises, or be dispossessed by process or law, or otherwise, any personal property belonging to Lessee and left on the Premises shall, at the option of Lessor, be deemed to be abandoned.

17. NOTICES. All notices, demands or other writings required or permitted to be given hereunder shall be given in writing and may be accomplished by personal delivery, or by mail, and, if given by mail, shall be deemed sufficiently given if sent by registered or certified mail and addressed as follows:

To Lessor: Great Falls School District No. 1
C/O Director of Business Operations
P.O. Box 2429
Great Falls, Montana 59403

To Lessee: Cascade County Extension AND Cascade County Attorney
3300 Third St. NE #9 Civil Division
Great Falls, MT 59404 121 4th Street N, Ste 2A
Great Falls, MT 59401

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

18. INSURANCE.

- a. **Insurance Coverage of Premises.** Lessor shall maintain insurance for damage or destruction of the Premises with fire and extended coverage at replacement value for all District owned improvements and equipment.

Lessee may also obtain such renter's insurance, vandalism insurance, insurance for its own equipment or loss of business insurance as Lessee deems appropriate. Any such insurance obtained shall be at the sole and exclusive expense of Lessee.

b. **Additional Insurance.** Lessee shall, at Lessee's sole expense, maintain in effect at all times during the term insurance coverage with limits not less than those set forth below:

- Workers' Compensation Insurance, minimum limit as defined by statute and as same may be amended from time to time;
- Commercial General Liability, Bodily Injury/Property Damage Insurance, minimum limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000) aggregate.
- Lessee shall make Lessor an additional insured under the terms of said policy and shall provide proof of such coverage upon demand by Lessor.

c. **Insurance Criteria.** Insurance policies required by this Lease shall:

- (1) be reviewed by Lessee periodically to determine the extent to which the amount of coverage should be increased to adequately reflect the same level of coverage that existed at the beginning date;
- (2) name Lessor party as an additional insured as its interest may appear;
- (3) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless fifteen (15) days' advance notice is given to Lessor;
- (4) be primary policies--not as contributing with, or in excess of, the coverage that the other party may carry;
- (5) be permitted to be carried through a "blanket policy" or "umbrella" coverage; and
- (6) be maintained during the entire term and any extension term.

d. **Evidence of Insurance.** Lessee shall provide Lessor with a copy of its Certificates of Insurance confirming coverage on an annual basis. The certificate shall specify the amount, types of coverage, the waiver of subrogation and the insurance criteria listed in above. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If Lessee fails to give the required certificate within thirty (30) days after notice of demand for it, Lessor may obtain and pay for that insurance and receive reimbursement from Lessee. Lessor acknowledges that it has reviewed the MACO/JPIA Certificate of Insurance, and accepts the coverage provided therein in satisfaction of this paragraph 17.

19. INDEMNIFICATION OF LESSOR. Except as set forth herein, Lessor shall not be liable for any loss, injury, death or damage to persons or property which at the time may be suffered or sustained by Lessee or Lessee's employees or agents or by any persons whosoever may at any time be using the Premises or occupying or visiting the Premises or be in, on, or about the same,

and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever, including attorneys' fees and costs, on account of any such loss, injury, death or damage caused in whole or in part by the negligence or willful misconduct of Lessee, its agent, employees or invitees. Lessee shall also indemnify and hold Lessor harmless from any penalty, damage or change imposed for any violation of any laws, ordinance or regulation, whether occasioned by negligence, or willful acts of Lessee, or any person on said Premises. Notwithstanding this provision, Lessee shall not indemnify or hold Lessor harmless from Lessor's negligent acts or omissions. This provision shall not act to limit the insurance coverage that has been or may be obtained by the Lessee.

20. INDEMNIFICATION OF LESSEE. Lessor indemnifies, defends and holds Lessee harmless from claims for personal injury, death or property damage from incidents occurring in or about the Premises or building which are caused by the negligent or willful misconduct of Lessor, its agents, employees or invitees to the extent the same is not covered by insurance. Notwithstanding this provision, Lessor shall not indemnify or hold Lessee harmless from Lessee's negligent acts or omissions. This provision shall not act to limit the insurance coverage that has been or may be obtained by the Lessor.

When the claim is caused by the joint negligence or willful misconduct of Lessor and Lessee, Lessor's duty to defend, indemnify and hold Lessee harmless shall be in proportion to Lessor's allocable share of the joint negligence or willful misconduct.

21. DEFAULT AND REMEDIES.

- a. Each of the following events shall be a default and a breach of this Lease:
 - Lessee's abandonment or surrender of the Premises, or of the leasehold estate, or failure or refusal to pay when due, any installment of rent or any other sum or deposit required to be paid by Lessee, or to perform as required, any other covenant or condition of this Lease;
 - the subjection of any right or interest of Lessee to attachment, execution or other levy, or to seizure under legal process;
 - the appointment of a receiver to take possession of the Premises, or of Lessee's interest in the leasehold estate, or of Lessee's operations on the Premises for any reason including, but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, unless the appointment or proceeding and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after appointment, filing or other initial event;
 - an assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications,

custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing or other initial event; and

- any violation of any laws, rules, ordinances or regulations of the State of Montana and/or County of Cascade in the use and operation of Lessee's programs or the Premises.
- any violation of any laws, rules, ordinances or regulations of the State of Montana and/or County of Cascade in the use and operation of the Facility by Lessor.
- Notwithstanding any contrary provisions in this Lease between Lessor and Lessee pertaining to the property herein described, it is agreed:
 - the word "default" in this Lease includes breach;
- curing any default shall require the payment to Lessor of all late fees and reasonable attorney's fees and costs incurred in preparation of said notice; and
- after expiration of the applicable time for curing a particular default, or before the expiration of that time, in the event of emergency, Lessor may, at Lessor's election, make any payment required of Lessee under this Lease, or perform or comply with any covenant or condition imposed on Lessee under this Lease, and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of ten percent (10%) shall be deemed to be additional rent payable by the Lessee with the next succeeding installment of rent. No such act shall constitute a waiver of default or render Lessor liable for any loss or damage resulting from any such act.
- In the event that any default or breach by Lessee shall continue for more than thirty (30) days after notice of such other default shall have been given to Lessee, then Lessor, besides other rights or remedies it may have, shall have the immediate right to terminate this Lease or re-enter and attempt to re-let without terminating this Lease and remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without the service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

In addition to any other remedies Lessor may have at law or equity and/or under this Lease, Lessee shall pay upon demand all Lessor's costs, charges and expenses, including attorney fees, agents and others retained by Lessor, incurred in connection with recovery of sums due under this Lease, or because of the breach of any covenant under this Lease or for any other available relief against Lessee.

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or conditions, nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. Lessor's acceptance of rent by Lessor at any time when Lessee is

in default under any covenant or condition hereof, shall not be construed as a waiver of such default or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions hereunder an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rights or remedies as Lessor may have, shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default. Conversely, Lessee's payment of rent to Lessor at any time when Lessor is in default under any covenant or condition hereof, shall not be construed as a waiver of such default or of Lessee's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessee to Lessor be taken as an estoppel against Lessee, it being expressly understood that if at any time Lessor shall be in default in any of its covenants or conditions hereunder payment by Lessee of rental during the continuance of such default or the failure on the part of Lessee promptly to avail itself of such other rights or remedies as Lessee may have, shall not be construed as a waiver of such default, but Lessee may at any time thereafter, if such default continues, terminate this Lease on account of such default.

The rights and remedies given to the parties by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which the parties might otherwise have by virtue of a default under this Lease, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy. Both Lessor or Lessee reserve the right to terminate this Lease Agreement upon breach of any material provision of this Agreement after notice and opportunity to cure.

22. DAMAGES. If more than forty percent (40%) of the space is damaged, Lessor may cancel the Lease. To cancel, Lessor must give notice to Lessee within thirty (30) days. The notice must specify the cancellation date, which shall be at least thirty (30) days but not more than sixty (60) days after the date notice is given. If either party cancels this Lease as permitted in this section, then this Lease shall end on the day specified in the cancellation notice. The rent and additional rent and other charges shall be payable up to the cancellation date subject to any abatement.

23. RULES. Lessor may adopt rules, and Lessee, Lessee's employees and invitees, upon thirty (30) days advance notice, shall comply with rules which:

- a. are for the safety, care, order and cleanliness of the Premises;
- b. do not unreasonably and materially interfere with Lessee's conduct of Lessee's programs or Lessee's use and enjoyment of the Premises; and
- c. do not require payment of additional monies to Lessor.
- d. If a rule issued under paragraph 24 conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

24. **SURRENDER**. Upon the expiration, eviction or other termination of this Lease, Lessee shall quit and surrender to Lessor the Premises "broom-clean", in good order and condition, ordinary wear and damage by elements excepted. Lessee shall repair the Premises and land to original condition in the event Lessor requires Lessee to remove improvements and otherwise remedy the Premises as set forth in this lease.

25. **PARTIES BOUND**. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder to the extent of their guarantees.

26. **CONFLICTS OF LAW**. This Lease shall be governed and construed pursuant to the laws of the State of Montana.

27. **SEPARABILITY**. If any provision of this Lease shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

28. **ATTORNEY FEES AND COSTS**. In the event of any action to enforce the terms of this Agreement, to recover rent due hereunder or the unlawful detainer of the Premises, the parties shall bear their own costs and attorney's fees.

29. **WAIVER**. No waiver by any party of any provision of this Lease shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

30. **HOLDING OVER**. If Lessee remains in possession of the Premises, or any part thereof after the expiration of the term hereof, or any agreed upon extension, without the express written consent of Lessor, such occupancy shall be a tenancy from month-to-month at a rental in an amount of 1.5 times the last monthly rent plus all other applicable charges payable hereunder, and upon the terms hereof applicable to a month-to-month tenancy.

31. **TIME IS OF THE ESSENCE**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

32. **HEADINGS**. The paragraph captions contained in this Lease are for convenience only and shall not be considered as construing or interpreting any provision hereof.

33. **JOINTLY DRAFTED**. This Lease is and shall be deemed jointly drafted and written by all parties to it as each party has had a chance to have this Lease reviewed by counsel and shall not be construed or interpreted against the party originating or preparing it. All parties have participated in the preparation of this Lease and in resolving any ambiguities and agree that there shall be no presumption that the provisions of this Lease are to be construed against the drafting party.

34. **SAVINGS CLAUSE.** In the event any provision of this Lease, part thereof, or the application of such provision to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most clearly approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part hereof.

35. **PARAGRAPH CAPTIONS.** The paragraph captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

36. **INDEPENDENT PARTIES.** The relationship of the parties hereto is strictly that of Lessee and Lessor. Lessor has no ownership in Lessee's enterprise and there is no joint venture or partnership. Further, neither party to this Lease has, will have, or will represent that it has any agency authority for the other.

37. **SIGNING WARRANTIES.** By signing this Lease, each of the undersigned individually warrants and represents as follows:

- i. That they have the authority to execute this Lease for and on behalf of the party or entity on whose behalf they are signing;
- ii. That they have the ability to bind the party or entity on whose behalf they are signing;
- iii. That they are a duly authorized agent of the party or entity on whose behalf they are signing for the purposes of executing this Lease; and
- iv. That this Lease and each and every part hereof has been properly and effectively approved by the party or entity on whose behalf they are signing.

GREAT FALLS SCHOOL DISTRICT

Director of Business Operations

STATE OF MONTANA

:ss

County of CASCADE

This instrument was signed or acknowledged before me on this ____ day of _____
_____ 2022 by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of _____
Residing at _____
My Commission expires: _____

Cascade County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James Larson, Commissioner

Don Ryan, Commissioner

ATTEST

On this ___ day of _____ 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

*** APPROVED AS TO FORM:**
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

February 22, 2022

Contract #22-19

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Right of Way Certification for MT Defense Access Roads FY2022

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #22-19

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department has received the MT Defense Access Roads FY 2022 Right of Way Certification. This document identifies the roads and rights of way involved in the FY 2022 Defense Access Roads (DAR) project and articulates encroachments, encumbrances or the lack thereof for project purposes involving said rights of way, which are generally described as Transport-Erector routes identified by Air Force Base missile engineering and authorized by Military Surface Deployment and Distribution Command to Federal Highway Administration for this DAR project. This year's gravel maintenance project concerns two roads: A-02 and A-11 roads of the Air Force DAR system, otherwise known as Willow Creek Rd, East Highwood Rd, and Belt Butte Cutoff Rd just outside of Belt.

RECOMMENDATION:

Approval of Contract #22-19.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #22-19, Right of Way Certification for MT DAR FY 2022.

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #22-19, Right of Way Certification for MT DAR 2022.

RIGHT-OF-WAY CERTIFICATION

INSTRUCTIONS FOR COMPLETION OF CERTIFICATION FORMAT:

General

This certification is a regulatory requirement under 23CFR635 and is an item on the PS&E checklist. The format may be used as a basis of discussion or assignment during the Project Development process.

- Part 1 - Acquisition of right of way on non-federal land (private, State, etc.,)
- Part 2 - Right of way on federal land
- Part 3 - Regulatory submittal of data per 49CFR24
- Part 4 - Railroad certification

Part 1

1. Typically, the County, State DOT or other partner agency will be responsible for the acquisition of additional right of way for the project. An authorized person from the acquiring agency has to sign the certification. Check box if project is all within federal property and the Federal Land Management Agency (FLMA) is retaining maintenance.
2. Part 1, Attachment A is completed by the acquiring agency. If there is no right-of-way acquisition, describe the type(s) of existing right of way being claimed in Item A: by previous grant, or record/ dedicated/ statutory/ prescriptive rights , and whether right of way is a fee, an easement, or the nature of any other right of way interest. Add lines as necessary to describe each parcel. Alternate formats are acceptable provided the same information is included.
3. Certification at Level 2 or Level 3 requires an expeditious resolution for each issue to raise the Certification to a Level 1. Enter anticipated date of higher level certification, as indicated.
4. Authorization to advertise the project for construction based upon a "Certification 3" level is an exception available only in unusual circumstances. Please explain and justify on Attachment A, Part 1, Item R the justification for a "Certification 3" level being issued, including a realistic date for resolution of all issues.
5. The certification wording may need to be revised to reflect occasional or special acquisition circumstances e.g. relocations.
6. All acquisition records must be retained by the acquiring agency for a minimum of 3 years after the date of the final acquisition.

Part 2

This part of the certification confirms that all necessary permissions, including right of entry to construct, has been acquired from all federal agencies affected by the project. FHWA-Western Federal Lands Highway Division (WFLHD) usually completes this task. There may be situations where a Special Use Permit from the federal agency is the appropriate document. The DOT Highway Easement Deed may have been executed, but not required for certification (LOC is needed if FLT is in process). In some circumstances, the road easement may be issued under the federal agency's own regulations.

Part 3

This summary is a regulatory requirement that has to be submitted to FHWA Headquarters annually.

Part 4

This part of the certification confirms that all appropriate documentation is submitted and is in accordance with 23 CFR 635.309(b).

RIGHT-OF-WAY CERTIFICATION - Part 1

NON-FEDERAL LAND ACQUISITION & EXISTING RW CERTIFICATION

Date: February 15, 2022

To: Federal Highway Administration

Project: Defense Access Roads FY 2022

☐ All work is entirely within federal property with _____ retaining maintenance

From:

Subject: Right-of-Way Certification Level (indicate 1, 2 or 3): 1

- ☒ The acquisition of right of way was not required. All work proposed is within existing right of way. The Cascade County has possession and the right to enter on the existing right of way as defined in the attached documentation or as directed by Legal Counsel in the attached letter. If prescriptive rights are claimed, please define the prescriptive easement dimensions (i.e. 30' LT & RT of the existing Centerline). If adverse possession, please attached the documentation to support this action.

(See Instructions, Part 1, #2 and complete Item A of Attachment A OR when additional right of way is acquired)

- ☒ Cascade County hereby certifies that right of way has been acquired in accordance with all applicable federal and state regulations, policies and procedures governing the acquisition of real property;

- No relocation assistance is required (OR) certify that all occupants or businesses have been adequately relocated.
- Any construction related items in lieu of compensation have been approved by FHWA.
- All right of way settlement conditions have been conveyed to FHWA for inclusion into the PS&E construction contract. (See Attachment A, Part 1, Item S)
- All improvements have been removed from the right of way, (OR) provision has been made for removal during construction, (OR) provision has been made for the encroachment to remain within the right of way.
- The Cascade County has legal and physical possession and right to enter on all land as follows:

Choose One

☒ **Certification Level 1**

I hereby certify the right of way on this project as conforming to 23CFR635.309(c)(1). All necessary rights of way have been acquired. Trial or appeal of cases may be pending in court, but legal possession has been obtained for each parcel. There may be some improvements remaining on the right of way, but all occupants have vacated the lands and improvements. The Cascade County has physical possession of the right of way and has the right to remove, salvage, or demolish these improvements and enter on all land.

Date of previous Level: _____ (indicate 2 or 3) certification: _____

☐ **Certification Level 2 (See Instructions, Part 1, Note 3)**

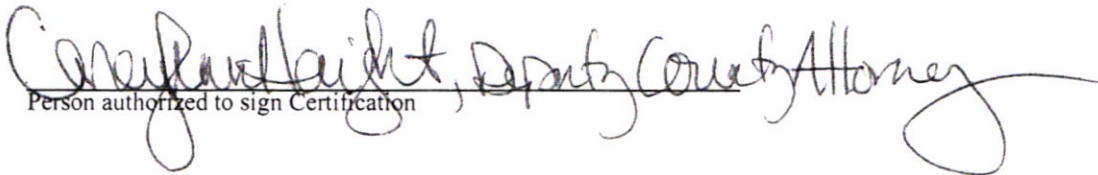
I hereby certify the right of way on this project as conforming to 23CFR635.309(c)(2). All necessary right of way has **NOT** been fully acquired, but the right to occupy and to use all rights of way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained but right of entry has been obtained. All occupants have vacated the lands and improvements.

The _____ has the right to enter on all land and has physical possession of the right of way and the right to remove, salvage, or demolish these improvements. Right-of-way acquisition (Certification Level 1) is anticipated by _____

☐ **Certification Level 3 (See Instructions, Notes 3 and 4)**

I hereby certify the right of way on this project as conforming to 23CFR635.309(c)(3). The acquisition or right of possession and use of a few remaining parcels is not complete. Occupants of residences, businesses, farms, or non-profit organizations have not yet moved from the right of way, but all occupants on such parcels have had replacement facilities or assistance made available to them. FHWA has received appropriate notification identifying all locations where right of occupancy and use has not been obtained. Physical occupancy and right to enter all parcels (Certification Level 1 or 2) is anticipated by _____

☐ Signature not required


 Person authorized to sign Certification

Reviewed and approved by:

 WFLHD Realty Manager
 (or person authorized by agency)

RIGHT-OF-WAY CERTIFICATION - Part 1 (continued)
ATTACHMENT A: NON-FEDERAL RIGHT OF WAY (private or governmental)
 (To be completed by the acquiring agency)

A. Existing right of way documentation:
 (All work is within the existing right of way)

☐ *Not Applicable*

Owner	Nature of Interest	Width	Recordation
-------	--------------------	-------	-------------

B. Total number of non-federal parcels required: _____ (enter number)

C. Parcels acquisition complete:
 (Escrow closed, compensation paid, or Final Order of Condemnation recorded)

☒ *Not Applicable*

Parcel Number	Owner	Fee/Easement	Recording Information
---------------	-------	--------------	-----------------------

D. Parcels covered by Court issued "Order for Possession":

☒ *Not Applicable*

Parcel Number	Owner	Effective Date	Payment to Owner (Attach Document)
---------------	-------	----------------	---------------------------------------

E. Parcels covered by "Right of Entry," owner-issued permission:

☒ *Not Applicable*

Parcel Number	Owner	Effective Date	Expiration Date and Conditions
---------------	-------	----------------	-----------------------------------

F. Parcels covered by Resolution of Necessity only:

(Used only rarely in a "Certification 3" situation where the project must be advertised, the Resolution of Necessity has been approved by the County, but the Order for Possession has not yet been served.)

☒ *Not Applicable*

Parcel Number	Owner	Court Date
---------------	-------	------------

G. Parcels covered by other acquisition documents as follows:
(i.e. Railroad issues)

☒ *Not Applicable*

Parcel Number	Owner	Description
---------------	-------	-------------

Explanation:

H. Parcels requiring Temporary Easements:

☒ *Not Applicable*

Parcel Number	Owner	Purpose	Effective Date and Expiration Date
---------------	-------	---------	------------------------------------

I. Appraisals performed:

☒ *Not Applicable*

Parcel Number	Owner	Just Compensation Amount	Settlement Amount
---------------	-------	--------------------------	-------------------

J. Appraisals reviewed:

☒ *Not Applicable*

Parcel Number	Owner
---------------	-------

K. Appraisal Waivers:

(Attach copy of documentation.)

☒ *Not Applicable*

Parcel Number	Owner	Just Compensation Amount	Value
---------------	-------	--------------------------	-------

L. Administrative Settlements (attach justification):

☒ *Not Applicable*

Parcel Number	Owner	Settlement Amount	Justification
---------------	-------	-------------------	---------------

M. Donations:

(Owner must be informed of and waive their right to compensation. Attach copy of documentation.)

☒ *Not Applicable*

Parcel Number	Owner
---------------	-------

N. Mortgage Releases:☒ *Not Applicable*

Parcel Number	Owner	Financial Institute
---------------	-------	---------------------

O. Relocations:

(All relocations must be coordinated with FHWA)

☒ *Not Applicable*

Parcel Number	Owner	Date Property Vacated
---------------	-------	-----------------------

1

P. Environmental Mitigation:☒ *Not Applicable*

Parcel Number	Owner	Third Party Steward	Deed Restrictions Recorded
---------------	-------	---------------------	----------------------------

Q. Functional Replacement:☒ *Not Applicable*

Parcel Number	Owner	Description
---------------	-------	-------------

R. Justification for Certification 3 Level:☒ *Not Applicable*

Parcel Number	Owner	Issue	Anticipated Date of Resolution
---------------	-------	-------	--------------------------------

Explanation:

S. Commitments (fences, gates, mailboxes, landscaping etc.) to be included in the FHWA Construction Contract:

☒ *Not Applicable*

Parcel Number	Station	Issue and Description	Action and Responsible Party
---------------	---------	-----------------------	------------------------------

Right of Way Encumbrances and Improvements:

Guidance: Check box A or box B. If box C is checked, it is complete. If box D is selected, check box E or F. If box E is checked, detailed explanation must be provided in Section 9. If box F is checked, it is complete. For Improvements, if you check box A, it is complete. If there were improvements, check all that apply under B, C and/or D.

To the best of my knowledge, the following statements are correct:

- ☒ A. There are no encroachments within the project limits.
- ☐ B. There are encroachments within the project limits. Provide resolution plan/information.
- ☒ C. There are no identified hazardous waste sites within the right of way. OR
- ☐ D. Hazardous waste has been identified AND
- ☐ E. Its presence impacted the value of the property. Provide information. OR
- ☐ F. The Special Contract Requirements in the Bid Package will identify the responsible party.

Removal of remaining improvements will be the responsibility of:

- ☒ A. No Improvements
- ☐ B. Prime Contractor
- ☐ C. Agency Forces
- ☐ D. Separate Contract

RIGHT-OF-WAY CERTIFICATION - Part 2

FEDERAL LAND RIGHT OF WAY

(To be completed by FHWA)

A. Status of Federal Land Transfer:

- ☒ No Federal Lands Transfer - FLMA is retaining maintenance
- ☐ Request for Letter of Consent has been sent to the appropriate Federal Land Management Agency (FLMA).

OR

- ☐ Letter of Consent (LOC) or Interim LOC has been issued by appropriate FLMA

AND

- ☐ Stipulations and conditions required from the FLMA have been communicated to the County and have been conveyed to FHWA for inclusion into the Construction Contract

OR

- ☐ Highway Easement Deed has been executed

B. Alternate authority for right of way (list FLMA who is retaining maintenance):

Parcel Number	Grantor Agency	Interest Acquired	Purpose and Conditions

Explanation:

C. Special Use Permits for construction, material, disposal, staging areas, etc. :

Parcel Number	Agency	Purpose and Expiration Date	Conditions

I hereby certify that necessary consent, including rights of entry, has been obtained for the project.

WFLHD Realty Manager
(or person authorized to sign by agency)

RIGHT-OF-WAY CERTIFICATION - Part 3
RIGHT OF WAY STATISTICAL DATA AND ACQUISITION COSTS
(Data to be submitted to WFLHD by the acquiring agency)

PART A: REAL PROPERTY ACQUISITION UNDER THE UNIFORM ACT

Appraisals and Appraisal Reviews

Compensation paid, damages, cost to cure

Acquisition: Notification letters, Offers, agent's log/notes, executed/recorded deeds, temporary easements/permits

Title work: Information obtained in any title search performed for the project

Condemnation: WFLHD will request

PART B: RESIDENTIAL RELOCATION UNDER THE UNIFORM ACT

Costs for relocation

Costs for Replacement Housing

PART C: NON-RESIDENTIAL RELOCATION UNDER THE UNIFORM ACT

Moving expenses

Reestablishment payments

RIGHT-OF-WAY CERTIFICATION - Part 4**RAILROAD CERTIFICATION**

(To be completed by the acquiring agency or FHWA, as applicable)

In accordance with 23 CFR 635.309(b), I hereby certify that to the best of my knowledge, the following statements are correct with regard to the right-of-way required for this project:

The Acquiring Agency is confirming railroad coordination (check one):

- ☒ No Railroad coordination required as no RR facilities are affected or within the terminus of project limits
{check this box when there is no railroad facility within or near the terminus of the project limits}
- ☐ All Railroad work has been completed prior to the project authorization *{check this box if traffic control devices within or near the terminus of the Federal-aid project limits comply with the current edition of the Manual on Uniform Traffic Control Devices.}*
- ☐ The necessary arrangements have been made for all railroad work to be undertaken and completed as required for proper coordination with physical construction schedules. *{notification shall be provided in the PS&E for railroad coordination concurrent with the project construction}*

 County Commissioner/WFLHD Realty Manager
 (or person authorized to sign by agency)

A. Status of Railroad:

- ☒ There are NO known railroads within the project right of way

	Company	Railroad Type	Contact Name	Phone Number	Status
1					
2					
3					

Status 1: The railroad is in conflict with the project and **REQUIRES** relocation by **OTHERS DURING** construction requiring coordination with the contractor and railroad owner.

Status 2: The railroad is in conflict with the project and **REQUIRES** relocation by **FHWA DURING** construction.

Status 3: The railroad is in conflict with the project and **REQUIRES** relocation by **OTHERS BEFORE** construction.

Status 4: The railroad **IS** located within the project rights of way but require **NO KNOWN RELOCATION**.

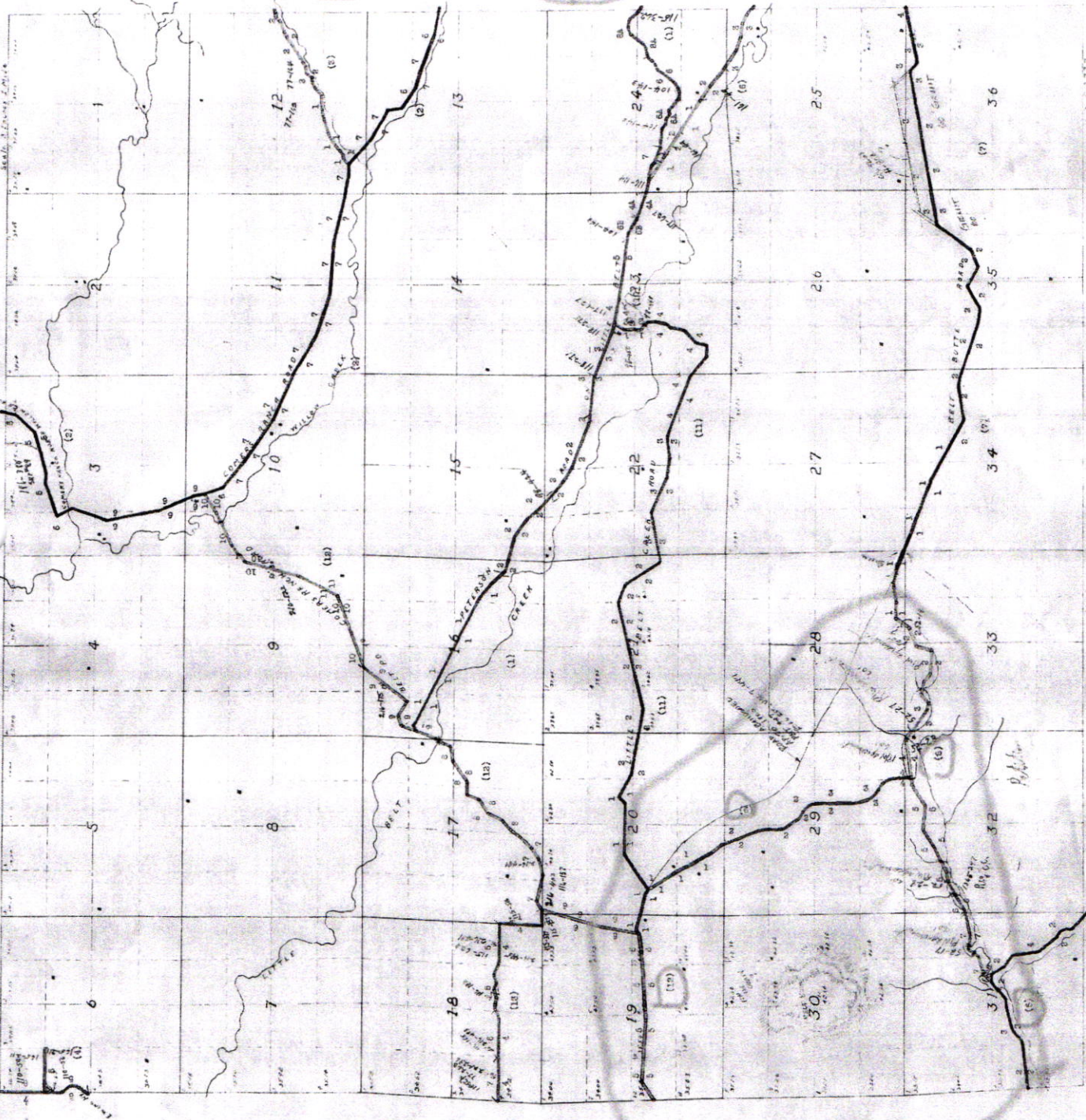
B. Railroad-related Agreements (copies attached):

	Agency/Company	Agreement	Description
1			
2			
3			

TOWNSHIP NO 19N.

RANGE NO 7E.

T 19 N R 7 E



Peterson Road on Little Belt
Petition # 541
Top. 19 N Range 7-8 E
Map Scale 2/100
Dedicated Feb. 7-1897

Great Falls-Belt-Great Bend Rd.
Petition # 124
Top. 19-20 N Range 7-8 E
Map Scale 2/100
Dedicated Feb. 7-1897

Great Falls-Great Bend Rd.
Petition # 203
Top. 19 N Range 7-8 E
Map Scale 2/100
Dedicated Feb. 7-1897

Swing Highway across Little Belt
Petition # 248
Top. 19-20 N Range 6-7 E
Map Scale 2/100
Dedicated Feb. 7-1897

Belt-Corn-Layer Road
Petition # 253
Top. 19-20 N Range 6-7 E
Map Scale 2/100
Dedicated Feb. 7-1897

Peterson Little Belt Road
Petition # 253
Top. 19 N Range 7-8 E
Map Scale 2/100
Dedicated Feb. 7-1897

Belt-Belt Road
Petition # 258
Top. 19 N Range 7-8 E
Map Scale 2/100
Dedicated Feb. 7-1897

Armstrong Condit Road
Petition # 79
Top. 19 N Range 7 E
Map Scale 2/100
Dedicated March 10-1913

Belt-Belt Old Road
Petition # 590
Top. 19 N Range 7 E
Map Scale 2/100
Dedicated Nov. 12-1905

Little Belt Creek Road Change
Petition # 126
Top. 19 N Range 7 E
Map Scale 2/100
Dedicated Feb. 2-1898

Little Belt Creek Road
Petition # 126
Top. 19 N Range 7 E
Map Scale 2/100
Dedicated Sept. 7-1899

Belt P. O. to Great Bend Rd.
Petition # 127
Top. 19 N Range 6-7 E
Map Scale 2/100
Dedicated Sept. 10-1893

Belt-Willow Creek-Corr Creek Rd.
Petition # 217
Top. 19 N Range 6-7 E
Map Scale 2/100
Dedicated Aug. 6-1893

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET APPROPRIATION WITHIN
CASCADE CITY-COUNTY HEALTH DEPARTMENT FUND #2270
INCREASE FOR DISEASE INTERVENTION SPECIALIST POSITION**

RESOLUTION 22-14

WHEREAS, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA 7-6-4020 for all funds including Fund #2963 Pubic Health Emergency Program Fund; and

WHEREAS, Cascade City-County Health Department received funding for a new STD Disease Intervention Specialist position via a DPHHS grant approved by the Commission via contract #22-06 for calendar year 2022; and

WHEREAS, a budget amendment is necessary to increase the expenditures in Fund #2270 by an amount of \$32,704 offset by grant revenues of \$32,704 to fund the new position through June 30, 2022; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 22nd Day of February, 2022.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Date: 2/1/2022

To: Cascade County Board of Commissioners

Program Name: Disease Investigation

CFDA # 93.9777

Contract # 22-07-4-51-013-0

Responsible Department: CCHD

Prepared by: Joey McDermid

Attachment A

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>									
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>100.110</u>	0	23,806	23,806
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>100.140</u>	0	7,618	7,618
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>200.210</u>	0	125	125
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>200.220</u>	0	125	125
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.311</u>	0	25	25
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.341</u>	0	45	45
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.342</u>	0	45	45
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.343</u>	0	45	45
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.344</u>	0	45	45
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.348</u>	0	75	75
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.350</u>	0	250	250
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.370</u>	0	100	100
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.374</u>	0	300	300
Acct #	<u>2270</u>	-	<u>282</u>	-	<u>D0100</u>	<u>300.398</u>	0	100	100
								<u>32,704</u>	<u>32,704</u>
<u>Revenues</u>									
Acct #	<u>2270</u>	-	<u>282</u>	-	-	<u>33.1000</u>	0	32,704	32,704
		-		-	-		0	0	0
							0	<u>32,704</u>	<u>32,704</u>

Explanation of budget changes:

New funding to hire STD Disease Intervention Specialist.

Changes authorized by:

B. T. A. 2/1/22
 Department Head Signature or
 Elected Official Signature Date

Mary K. Emberton 2/3/2022
 Budget Officer Date

Bowen Trystianson
 Print Name

**TO THE MASTER CONTRACT
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND CASCADE COUNTY**

STD Disease Intervention Specialist FTE

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Cascade County ("Contractor"), Federal ID Number 81-6001343 and 115 4th Street South, Great Falls, MT 59401.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to hire a new 1.0 FTE Disease Investigation Specialist (DIS) to conduct Communicable Disease investigation and intervention.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from January 1, 2022 through December 31, 2022.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1) Hire and train DIS to conduct and/or assist with STD and other communicable disease investigation
 - 2) Hired DIS must attend quarterly regional training and participate regularly in Project ECHO when available.
 - 3) Participate in STD DIS Needs Assessment
 - 4) Provide communicable disease and other data as requested by the funder
 - 5) Invoice the Department monthly and include supporting documentation of all costs such as paystubs and receipts

February 22, 2022

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: ExpoPark Racetrack Fence

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #22-13

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

The Cascade County Public Works Department went out to public sealed bids, for the removal and replacement of the existing racetrack fence, that is located at the MT ExpoPark, 400 3rd St NW, Great Falls, MT. Sealed bids would be for the removal of the old metal fence, gates and posts, and the installation of approximately 2500 LNFT of Slat Master, Privacy, Chain Link Fence and Multiple Gates. Bid packets were published in the Great Falls Tribune on January 16th, January 19th, January 23rd, 2022, also posted on the Cascade County website. Hard copies were available at the Public Works Department facility located at 279 Vaughn S. Frontage Rd. Sealed bids were due on Friday January 28th, 2022, at 1:00pm at the Cascade County Public Works building. Bids were then publicly opened and read aloud. Bids were provided by Paradise Fencing Inc, of Great Falls with a net price of \$174,925.00. Grizzly Fence, of Missoula with a net price of \$293,740.00. Williamson Fence, of Great Falls with a net price of \$210,000.00. Montana Fence of Great Falls with a net price of \$148,910.00. After reviewing all packets in their entirety, Montana Fence, of Great Falls, best fits all the county needs.

RECOMMENDATION:

Cascade County Staff recommends the Commission approve Contract 22-13, for Montana Fence, for the removal and replacement of the ExpoPark Racetrack Fence and Gates, for a total cost to Cascade County of \$ 148,910.00

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 22-13, for Montana Fence, for the removal and replacement of the ExpoPark Racetrack Fence and Gates, for a total cost to Cascade County of \$ 148,910.00"

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 22-13."

CASCADE COUNTY BID TABULATION

ExpoPark Racetrack Fence

Bid Opening 1/28/2022

COMPANY NAME	BID FORM	BID BOND	Installation Amount	Tear Down & Removal	Final Bid Amount
Paradise Fencing Inc	Y	Y	\$ 172,425.00	\$ 2,500.00	\$ 174,925.00
Grizzly Fence	Y	Y	\$ 238,640.00	\$ 55,100.00	\$ 293,740.00
Williamson Fence	Y	Y	\$ 194,200.00	\$ 15,800.00	\$ 210,000.00
Montana Fence	Y	Y	\$ 137,950.00	\$ 10,960.00	\$ 148,910.00

January 28, 2022 – 1:00 p.m.

Cascade County Public Works
279 Vaughn S Frontage Rd. Great Falls Mt. 59404

ExpoPark Fence Project

These minutes are paraphrased and reflect the proceedings of the Board of Commissioners. MCA 7-4-2611 (2) (b).

Staff Present: Josh Blystone, Jennifer Snell, Les Payne(On Phone)

Public Present: Kyle Johnston, Dave Williamson, Lee Carter, Mat Saldusky

At 1:00pm., Jennifer Snell began the bid opening. She stated that this was the public meeting for the solicitation to replace the ExpoPark Racetrack Fence

Advertisement for bids were published in the Great Falls Tribune on January 16th, 19th and 23rd 2022 was also made available on the Cascade County Website. Hard copies were available at the Public Works Department (**Exhibit A**). Sealed bids were due by 1:00pm on January 28th, 2022.

Cascade County received four (4) SEALED bids.

Bids were provided by Paradise Fencing Inc. of Great Falls Montana, Grizzly Fence of Missoula Montana, Williamson Fence of Great Falls Montana, and Montana Fence of Great Falls Montana.

Bid Packet from Paradise Fencing 65 Gibson Flats Rd. Great Falls, MT. 59405

Packet received at the Cascade County Public Works Building 1/28/2021 at 10:59am.

Completed Bid Form and a Bid bond. **All Complete (Exhibit B)**

Installation amount	\$172,425.00
---------------------	--------------

Tear down and removal	\$2,500.00
-----------------------	------------

Total Bid Price	\$174,925.00
-----------------	--------------

Bid Packet from Grizzly Fence 7186 Interstate Pl. Missoula, MT. 59808

Packet received at the Cascade County Public Works Building 1/28/2021 at 12:03pm.

Completed Bid Form and a Bid bond. **All Complete (Exhibit C)**

Installation amount	\$238,640.00
---------------------	--------------

Tear down and removal	\$55,100.00
Total Bid Price	\$293,740.00

Bid Packet from Williamson Fencing 1900 8th Street S. Great Falls, MT. 59405

Packet received at the Cascade County Public Works Building 1/28/2021 at 12:45pm.

Completed Bid Form and a Bid bond. **All Complete (Exhibit D)**

Installation amount	\$194,200.00
Tear down and removal	\$15,800.00
Total Bid Price	\$210,000.00

Bid Packet from Montana Fence 705 Vaughn S. Frontage Rd. Great Falls, MT. 59404

Packet received at the Cascade County Public Works Building 1/28/2021 at 12:47pm.

Completed Bid Form and a Bid bond. **All Complete (Exhibit E)**

Installation amount	\$137,950.00
Tear down and removal	\$10,960.00
Total Bid Price	\$148,910.00

Staff will take bids under advisement and make recommendations to Cascade County Commissioners. The Commissioners will review during a local work session. Meetings are located in the Cascade County Annex building at 325 2nd Ave N. Great Falls Mt. 59401 in room 111.

Meeting Adjourned January 28, 2022, at 1:05pm.

Montana Fence
705 Vaughn S. Frontage Rd.
Great Falls, MT 59404
406 - 727-3661

Bid to Cascade County For
Expo Park Race Track Fence

RECEIVED
JAN 28 2012
BY: J. Smith
12:47pm

BID FORM

The undersigned Bidder hereby covenants and agrees to provide removal and installation of approximately 2500 LNFT of New Slat Master Chain Linked Fence & Multiple Gates. The bidder understands that this bid is effective for ninety (90) days from the date of opening. By submitting its bid, Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the all the conditions that can affect the cost of the work. Bidder further acknowledges that any additional costs that the Bidder may incur as a result of failing to make a complete investigation will be borne by the Bidder. All lines on the Bid Form must be completed.

Installation of approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates.

\$ 137,950.⁰⁰

Tear Down & Removal of Old Fence

\$ 10,960.⁰⁰

TOTAL BID PRICE FOR PROJECT LISTED

\$ 148,910.⁰⁰

Proposed Completion Date: May 15th, 2022

NOTE: THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE LISTED PROECT.

Bidder's Name

Montana Fence Lee Carter

Bidder's Address

705 Vaughn S Frontage Rd.
Great Falls, MT 59404

Bidder's Phone No.

406-727-3661

Lee K Carter
Bidder's Signature

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

WUTKE, LLC dba Montana Fence
705 S Vaughn Frontage Rd
Great Falls, MT 59404

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Cascade County Public Works
279 Vaughn South Frontage Road
Great Falls, MT 59404

BOND AMOUNT:

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

ExpoPark Racetrack Fence

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of January, 2022.

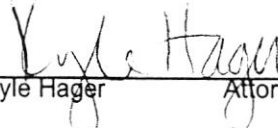

(Witness)

WUTKE, LLC dba Montana Fence
(Principal) (Seal)

By: 
(Title)


(Witness)

Employers Mutual Casualty Company
(Surety) (Seal)

By: 
(Title) Kyle Hager Attorney-in-Fact



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Kyle Hager

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond

Principal : WUTKE, LLC dba Montana Fence

Obligee : Cascade County Public Works

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

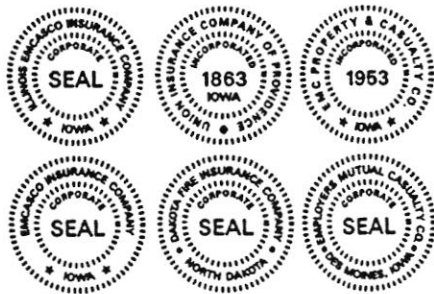
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of January, 2022.

J D Clough Vice President

Williamson Fencing
1900 8th Street South
Great Falls, MT
59405

"Bid to Cascade County
for
Expo Park Racetrack fence"

RECEIVED
JAN 28 2012
12:45 PM
J. Snel

BID FORM

The undersigned Bidder hereby covenants and agrees to provide removal and installation of approximately 2500 LNFT of New Slat Master Chain Linked Fence & Multiple Gates. The bidder understands that this bid is effective for ninety (90) days from the date of opening. By submitting its bid, Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the all the conditions that can affect the cost of the work. Bidder further acknowledges that any additional costs that the Bidder may incur as a result of failing to make a complete investigation will be borne by the Bidder. All lines on the Bid Form must be completed.

Installation of approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates.

\$ 194,200.00

Tear Down & Removal of Old Fence

\$ 15,800.00

TOTAL BID PRICE FOR PROJECT LISTED

\$ 210,000.00

Proposed Completion Date: 7-1-2022

NOTE: THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE LISTED PROJECT.

Bidder's Name

WILLIAMSON FENCE

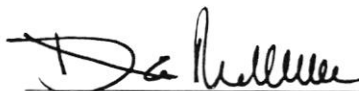
Bidder's Address

1900 8th ST. South

GREAT FAUS, IN

Bidder's Phone No.

406-766-1265



Bidder's Signature

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Williamson Fencing, Inc.
1900 8th Street South
Great Falls, MT 59405

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Cascade County Public Works
279 Vaughn South Frontage Road
Great Falls, MT 59404

BOND AMOUNT:

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

ExpoPark Racetrack Fence

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of January, 2022.


(Witness)

Williamson Fencing, Inc.

(Principal)

(Seal)

By: 

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By: 

(Title) Kyle Hager

Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Kyle Hager

Principal: Williamson Fencing, Inc.

Obligee: Cascade County Public Works

Bond Description: ExpoPark Racetrack Fence

Bond Number: Bid Bond

Bond Amount: See Bond Form

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



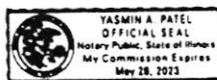
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of December, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 14th day of December, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of January, 2022.

[Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Grizzly Fence
7186 Interstate Pl.
Missoula, MT 59808
(406) 549-3993

Cascade County Public Works
279 Daugh S. Frontage Rd
Great Falls, MT 59404

RECEIVED
JAN 28 2022
BY: mw
12:03 P.M.

RE: Bid to Cascade County for Expo Park
Race Track Fence

BID FORM

The undersigned Bidder hereby covenants and agrees to provide removal and installation of approximately 2500 LNFT of New Slat Master Chain Linked Fence & Multiple Gates. The bidder understands that this bid is effective for ninety (90) days from the date of opening. By submitting its bid, Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the all the conditions that can affect the cost of the work. Bidder further acknowledges that any additional costs that the Bidder may incur as a result of failing to make a complete investigation will be borne by the Bidder. All lines on the Bid Form must be completed.

Installation of approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates.

\$ 238,640.⁰⁰

Tear Down & Removal of Old Fence

\$ 55,100.⁰⁰

TOTAL BID PRICE FOR PROJECT LISTED

\$ 293,740.⁰⁰

Proposed Completion Date: May 31, 2022

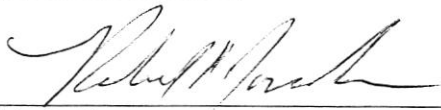
NOTE: THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE LISTED PROJECT.

Bidder's Name Grizzly Fence

Bidder's Address 7186 Interstate Pl.

Missoula, MT 59808

Bidder's Phone No. (406) 549-3993


Bidder's Signature



Missoula • Butte • Helena

January 27, 2022

Cascade County Public Works
279 Vaughn S Frontage Road
Great Falls, MT 59404
P: 406.454.6920
F: 406.454.6922

RE: ExpoPark Racetrack Fence

Attention: Les Payne

The following is Grizzly Fence's scope of work for the above-mentioned project located in Great Falls, MT. Grizzly Fence will provide all materials, labor, equipment and concrete required for complete installation of 2500 linear feet of 8' tall white Slat Master Chain Link fence as per specifications.

We see this project taking 6 weeks to complete start to finish if there are no complications with weather or material delivery. Right now, the materials are 4-6 weeks out for delivery. If timing works, we could get started removing the fence early this spring, the end of March/beginning of April depending on the weather. If this was able to happen and delivery of materials came in as estimated we would be done with the project mid/end of May 2022.

Exclusions include: Grading/Dirt Work of the Race Track, Private Utility Locates, Irrigation Repairs.

Some options to consider:

- 1 – SurTrac Aluminum Dual Track Cantilever gates – \$28,605.00 **Additional** to the quoted price of installation.
 - These gates weigh less and smoother operating than a standard cantilever gate.
- 2 – If the concrete footings from the existing fence are disposed of by the County/others – \$5,000.00 **Deduction** from the quoted price of removal.
- 3 – If the existing posts/footings can be removed by the County/others – \$3,800.00 **Deduction** from the quoted price of removal.
 - Grizzly Fence would still cut the posts away from the footings before disposal.

Grizzly Fence has been in business for almost 50 years, we pride ourselves on the quality work that we do with a professional attitude from start to finish. We have done numerous projects all over the state that are similar to this scope.

We have seen memos 1-3. Grizzly Fence is DBE certified #0133 and registered with the Montana Contractors Association #53648. Please contact our office if you have any questions.

Kyle Johnston
Grizzly Fence

"Always Quality First"

Automated Gate Systems • Access Control Systems • Chainlink • Custom Ornamental Iron
Custom Wood • Security & Wildlife • Custom Fabrication



Established Since 1972
Montana Contractor Registration #53648

7186 Interstate Place
Missoula, Montana 59808

Phone: (406) 549-3993
(406) 549-3593

Fax: (406) 327-1280

Email: grizzlyfence@montana.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Grizzly Corporation dba Grizzly Fence
7186 Interstate Place
Missoula, MT 59808

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106
Mailing Address for Notices
436 Walnut Street

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Cascade County
279 Vaughn South Frontage Road, Great Falls, MT 59404
Great Falls, MT 59404

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Montana Expopark Chain Linked Fence, Great Falls, MT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of January, 2022.


(Witness)

Grizzly Corporation dba Grizzly Fence
(Principal) (Seal)

By: 
(Title) President


(Witness)

Westchester Fire Insurance Company
(Surety) (Seal)

By: 
(Title) Tyler McIntyre, Attorney-in-Fact



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Tyler McIntyre**

Surety Bond Number: Bid Bond

Obligee: Cascade County

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **November, 2019**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **1st** day of **November, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, Nj, this **January 25, 2022**.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Paradise Fencing
65 Gibson Flats Rd
Great Falls MT 59405
Matt Graf
406-788-3008
Paradise Fence @msn.com

RECEIVED
JAN 28 2022
BY: *MWG*
10:59 AM

"Bid to Cascade County for Expo Park Race track Fa
Cascade County Public Works
279 Vaughn S Frontage Road
Great Falls MT 59404
1pm January 28, 2022

BID FORM

The undersigned Bidder hereby covenants and agrees to provide removal and installation of approximately 2500 LNFT of New Slat Master Chain Linked Fence & Multiple Gates. The bidder understands that this bid is effective for ninety (90) days from the date of opening. By submitting its bid, Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the all the conditions that can affect the cost of the work. Bidder further acknowledges that any additional costs that the Bidder may incur as a result of failing to make a complete investigation will be borne by the Bidder. All lines on the Bid Form must be completed.

Installation of approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates.

\$ 172,425.00

Tear Down & Removal of Old Fence

\$ 2500.00

TOTAL BID PRICE FOR PROJECT LISTED

\$ 174,925.00

Proposed Completion Date: June 1, 2022 or sooner depending on when frost is out of the ground.

NOTE: THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE LISTED PROJECT.

Bidder's Name Paradise Fencing Inc.

Bidder's Address 65 Gibson Flats Rd
Great Falls MT 59405

Bidder's Phone No. 406-727-7337

Mitt Graf
Bidder's Signature

Paradise Fencing and Construction Company, Inc.
 65 Gibson Flats Road
 Great Falls, MT. 59405
 406-727-7337
 paradisefence@msn.com



PARADISE FENCING & CONSTRUCTION, INC.

PROPOSAL

1/28/2022 5969

ALL MAJOR CREDIT
 CARDS ACCEPTED
 CALL FOR DETAILS.

Name / Address
Cascade County Public Works 279 Vaughn South Frontage Rd Great Falls, MT. 59404

Item	Description	Qty	Rate	Total
	EXPOPARK RACETRACK FENCE			
	HEAVY DUTY 6 FOOT CHAINLINK FENCE WITH WHITE PRIVACY SLATS			
Certification	FENCE INSTALLATION Paradise Fencing is a certified installer of "Slat Master Fencing"			
Labor Warranty	WARRANTY 5 year warranty on fence installation due to workmanship. Not due to acts of god or natural disasters.			
Material Warranty	15 year prorated warranty on materials.			
Fence Removal	Remove and dispose of existing fence and posts.	2,500	1.00	2,500.00
6' Chainlink Fence	Equipment, materials, tools, and labor to auger and set posts in concrete and install fence.	2,500	68.97	172,425.00
Chainlink Fence Materi...	Heavy duty fence consists of 4" SS40 terminal posts, 2 7/8" SS40 line posts, 1 5/8" top-middle-and bottom rail, and 9 gauge fabric with white privacy slats. Price includes three 24' double drive gates installed.			
Material Prices	Material pricing is good for 30 days from date on proposal. Due to the volatility of the steel market.			
Materials	Materials will take 8-10 weeks to acquire once project is awarded.			
Schedule	Project will take our crews approximately 14-21 days to complete and can be started once the frost is out of the ground.			
Safety Program	Paradise Fencing implements a strict safety program. All commercial projects have a safety officer on site during construction. Safety Office holds weekly safety meetings			
All work performed complies with plans and specs.		Total \$174,925.00		

Signature shows acceptance of the proposal and the terms and conditions.

Signature _____

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Paradise Fencing and Construction Company, Inc.

of 65 Gibson Flats Road, Great Falls, MT 59405 (hereinafter called the Principal),

as Principal, and The Ohio Casualty Insurance Company, 175 Berkeley Street, Boston, MA 02116

(hereinafter called the Surety), as Surety are held and firmly bound unto Cascade County

279 Vaughn S. Frontage Road, Great Falls, MT 59404

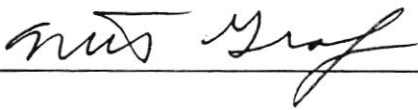
(hereinafter called the Obligee) in the penal sum of Ten Percent of the Total Amount Bid

Dollars (\$ 10%)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Removal and New Installation of Approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates, at the Montana ExpoPark, located at 400 3rd St. NW, Great Falls, MT 59405

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 26th day of January, 2022.



Witness

Paradise Fencing and Construction Company, Inc. (Seal)

Principal

owner

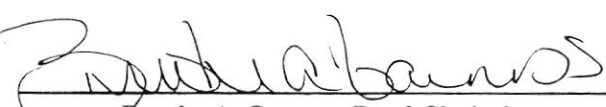
Title

The Ohio Casualty Insurance Company

By


John D. Leaf

Attorney-in-Fact


Brooke A. Garness, Bond Clerical

Witness



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206208-969551

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blaine D. Martin; Brooke A. Garness; Chris Jermunson; Gary Paladichuk; Jamie M. Roe; Janece L. Wilhelm; John D. Leaf; Jon Tierney; Kaye U. Muzzana; Kimberly Hodson; Kristin A. Piccioni; Marsha Hattel; Michelle Schermerhorn; Robert C. Pfennigs; Sharresa Drahos

all of the city of Great Falls state of MT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of January, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, no currency rate, interest rate, an, letter of credit, residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

PARADISE FENCING AND CONSTRUCTION
COMPANY INC
65 GIBSON FLATS RD
GREAT FALLS, MT 59405

STATUS

Employer

REGISTRATION NO.

157668

EFFECTIVE DATE

05/25/2020

EXPIRATION DATE

05/24/2022

Visit our website at www.mtcontractor.com or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734

www.mtcontractor.com

PARADISE FENCING AND CONSTRUCTION
COMPANY INC
65 GIBSON FLATS RD
GREAT FALLS, MT 59405

REGISTRATION NO. 157668

EXPIRATION DATE 05/24/2022

Employer

This is to certify that

Paradise Fencing & Construction Co. Inc.

is hereby accepted as a member of the

Home Builders Association of Great Falls


of the United States

02/28/2022

Expiration Date




Katie Hanning
Executive Officer



Beau Renfro
President



PARAFEN-01

DGIRI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 696870 HUB International Mountain States Limited 100 Park Drive S Great Falls, MT 59401	CONTACT NAME: Serena Brinson	FAX (A/C, No): (866) 801-0495	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: serena.brinson@hubinternational.com	
INSURED Paradise Fencing & Construction Company Inc 65 Gibson Flats Rd Great Falls, MT 59405-8102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hallmark Insurance		34037
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			44-CL-009002048-01/000	5/5/2021	5/5/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			44-CL-009002048-01/000	5/5/2021	5/5/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			44-CL-009002048-01/000	5/5/2021	5/5/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N	N/A		E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

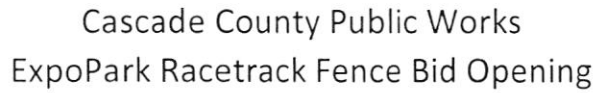
CERTIFICATE HOLDER

CANCELLATION

Paradise Fencing & Construction Company Inc
65 Gibson Flats Rd
Great Falls, MT 59405-8102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[illegible]



Cascade County Public Works
Pre-Bid Meeting
ExpoPark Racetrack Fence Project
January 20, 2022 @ 1:00

Print Name	Signature	Organization	Phone Number	Email
Sam Hugg		Paradise Fencing	406-781-6910	samhugg17@gmail.com
David Ramos		Montana Fence	406-836-2821	mat5@montanafence.com
Kyle Johnston		Grizzly Fence	406-549-3993	grizzlyfence@montana.com
Conner Williamson		Williamson Fence	406-761-1265	conner@williamsonfence.com
DAVE WILLIAMSON		"	"	DAVE@WILLIAMSONFENCES.COM
Les Payne		Public Works	484-6920	lpayne@casadecounty.mt.gov
Ken Snell		Public Works	484-6920	ksnell@casadecounty.mt.gov

Untitled Map

Write a description for your map.

Legend



CASCADE COUNTY PUBLIC WORKS DE
279 VAUGHN SOUTH FRONTAGE RD
GREAT FALLS, MT 59404

FAL-6COL Legal

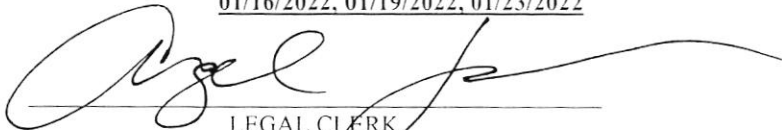
REFERENCE: FAL-0000000911 CASE NO:
0005084884

I, being first duly sworn deposes and says that GREAT FALLS TRIBUNE COMPANY is a corporation duly incorporated under the laws of the State of Delaware, that the said GREAT FALLS TRIBUNE COMPANY is the printer and publisher of the GREAT FALLS TRIBUNE, a daily newspaper of general circulation of the County of Cascade, State of Montana, and that the deponent is the principal clerk of said GREAT FALLS TRIBUNE COMPANY, printer of the GREAT FALLS TRIBUNE, and that the advertisement here to annexed...

INVITATION TO BIDDERS NOTICE IS HEREBY GIVEN, that the Cascade County Public Works and the Board of Commissioners will r

Has been correctly published 3 times in the regular and entire issue of said paper on the following issues dated:

01/16/2022, 01/19/2022, 01/23/2022


LEGAL CLERK
1-24-22
DATE

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

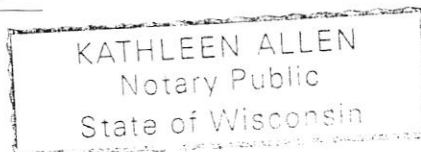
In witness whereof, I have hereunto set my hand and affixed my Notarial Seal of the day and year first above written.


State of Wisconsin, County of Brown Notary Public

Notary Expires

of Affidavits 1

This is not an invoice



INVITATION TO BIDDERS
NOTICE IS HEREBY GIVEN,
that the Cascade County Public
Works and the Board of Com-
missioners will receive sealed
bids for the removal and new in-
stallation of approximately 2500
LNFT of Slat Master Chain
Linked Fence & Multiple Gates,
at the Montana ExpoPark, lo-
cated at 400 3rd St NW, Great
Falls, MT. 59405. Specifications
for the job, may be obtained by
contacting Les Payne, Director,
Cascade County Public Works,
279 Vaughn S Frontage Road,
Great Falls, MT 59404; Phone
(406) 454-6920 or at
cascadecountymt.gov/bids.

Bids are due and will be opened
and read aloud on the 28th day
of January 2022, at the time of
1:00 o'clock p.m. at Cascade
County Public Works, located at
279 Vaughn S Frontage Rd,
Great Falls, Montana. No
electronic/digital media bids are
allowed. Late bids will be re-
turned unopened.

A mandatory pre-bid conference
will be held on Thursday Janu-
ary 20th at 1:00 PM. at the
Montana ExpoPark site, 400 3rd
Street NW Great Falls, MT,
59404. Any bid submissions re-
ceived from bidders who are not
represented at the mandatory
pre-bid conference will not be
accepted.

Each bid must be accompanied
by a Certified Check, Cashier's
Check, or Bid bond payable to
Cascade County in the amount
of ten percent (10%) of the total
amount of the bid for this pro-
ject. The successful bidder shall
forfeit to Cascade County their
bid security if they fail or refuse
to enter into a contract within
the time specified. Bid security
of unsuccessful bidders shall be
returned upon acceptance of the
successful bid.

All bids shall remain effective
for a period of thirty (30) days
from the date of opening.
Cascade County reserves the
right to consider or reject any
and all bids, and further to
waive any defects or irregulari-
ties. All bidders must use the
bid form supplied with the spec-
ifications. A contract will be
awarded to the lowest and most
responsible bidder.

All bidders are expected to be
aware of and to abide by all
state and federal statutes, rules,
and regulations governing the
solicitation and acceptance of
public contracts, including any
such statute, rule or regulation
relating to non-discrimination.

The Board of Commissioners re-
serves the right to reject any or
all bids, to waive irregularities,
or to accept any bid they deem
to be in the best interest of
Cascade County.

DATED this 11 day of January
2022

Les Payne, Director
Cascade County Public Works
Department

(0005084884) 1/16, 1/19, 1/23
MNAXLP

February 22, 2022

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Award for Professional Services Agreement
(Simms Roads)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 22-14

BACKGROUND:

Cascade County Public Works Department is looking for engineering services relating to the design, bidding and maintenance repairs for road improvements, and the contracting of the documents for the bidding process, to approximately 4.0 miles of roads, located in the town of Simms. Cascade County Public Works, reached out to multiple local engineering firms, that have been prequalified for these services. Bids were received from Big Sky Civil, of Great Falls, for \$17,080.00 and TD&H, also of Great Falls, for \$26,359.12. The amount of this contract did not require public sealed bids, for RFQ's, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award the contract to Big Sky Civil Engineering of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 22-14, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Simms Road project, for a total cost of \$17,080.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 22-14, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Simms Road project, for a total cost of \$17,080.00."

Professional Services Agreement

Date: January 13, 2022

Client: Cascade County Board of Commissioners

Address: 325 2nd Ave. North
Great Falls, MT 59401

Project: Simms Roads – Maintenance Overlays

CLIENT hereby requests and authorizes **ENGINEER (Big Sky Civil & Environmental, Inc.)** to perform the following services:

Scope: Develop contract documents for bidding of a maintenance overlay project for Sims Roads with tow schedules. (approximately 4.0 miles total). The overlay project will consist of a 0.20' overlay depth preserving width as much as possible. The overlay will include milled end connections, as applicable and plant mix strips along pullouts/approaches. Analysis of drainage and other items beyond the existing paved surfaces is not included in this scope of work.

Compensation: Design & Construction Phase Services: **\$17,080.00**

CLIENT shall be responsible for:

- Obtaining and making available for review and/or use all information necessary for the above scope of work.
- Complete prompt reviews of design drawings, reports, specifications, and bid documents, as necessary.

If technical or professional services are furnished by an outside source, an additional 10% shall be added to the cost of the services for ENGINEER'S administrative costs.

Miscellaneous:

Services covered by this authorization shall be performed in accordance with **PROVISIONS** attached to this form.

Approved for **CLIENT**

Accepted for **Big Sky Civil & Environmental, Inc.**

By: _____

By: Mark Le

Title: _____

Title: Principal

Late Payment: Payments are due within 30 days of invoice date. Penalties on late payments shall be assessed at a rate of 18% (1-1/2%/month). This includes interest plus direct costs for rebilling, postage, etc

PROJECT: Simms Overlay		Estimate Prepared By: LF	
UPN:		DATE:11/3/21	
COST SUMMARY			
	Hours	% of total	Rate
Principal	0	0%	63.23
Engineer VI	39	21%	65.00
Engineer V	1	1%	50.00
Engineer IV	6	3%	43.85
Engineer III	80	43%	35.48
Engineer II	6	3%	30.00
QA/QC Specialist	0	0%	35.00
CADD II	49	26%	29.25
CADD Manager	0	0%	27.75
Registered Land Surveyor	0	0%	34.00
Field Survey Party Chief	0	0%	26.00
Environmental Engineer	0	0%	50.00
Industrial Hygiene Tech I	0	0%	22.50
Lab Tech II	0	0%	21.75
Administrative Manager	7	4%	31.50
Administrative Assistant	0	0%	18.00
TOTAL HOURS	188	100%	
GENERAL OVERHEAD @		1.494	
		TOTAL LABOR/OVERHEAD	
		LABOR SUBTOTAL	\$7,520.25
		OVERHEAD SUBTOTAL	\$11,235.25
		TOTAL LABOR/OVERHEAD	\$18,755.50
DIRECT LABOR			
Miscellaneous (Bulbine)	Hours	Per Hour	
Computer	Parcels	Per Parcel	
Title commitments	Days	Per Month	GSA
Vehicle Rental	Miles	Per Mile	\$0.560 GSA
Mileage	Days	Per Day	\$96 GSA
Lodging	Days	Per Day	\$55 GSA
Meals	Weeks	per Week	1650
Survey GPS	Hours	per hour	30
Survey Robot Station	LS	lump sum	50
Survey Caps		each	
Survey COS Filing		each	
Survey GLO Notes	LS	lump sum	
Courthouse Copies		lump sum	
COS Mylars		lump sum	
COS Prints	LS	lump sum	100
Asbestos Testing		each	
Lead Testing	LS	lump sum	750
Drilling permits	LS	lump sum	2150
BNSF TOP fees	Days	Per Day	1000
BNSF flagger	ea	each	7000
BNSF review fees	LS	lump sum	800
Ads	LS	lump sum	50
Postage			
			\$232.96
Lab and Nuke Inspection Services			
Inspection, assume 4 1/2 days paving, includes Nuke			2,200.00
Marshall Tests, cores, & Lab work			2,920.00
TOTAL Lab Services			\$5,120.00
RECAPITULATION			
Total Labor/ Overhead			18,755.50
Total Direct NonLabor			232.96
Total Lab Services			5,120.00
Profit (12% of Total Labor Costs)			2,250.66
TOTAL ESTIMATED COST			\$26,359.12

PROVISIONS

1. AUTHORIZATION TO PROCEED: Signing this form shall be construed as authorization by CLIENT for ENGINEER to proceed with the work, unless otherwise provided for in the AGREEMENT. This agreement may be signed in counterparts, and all so executed counterparts shall constitute agreement which shall be binding on all parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.

2. BILLING RATES: ENGINEER billing rates shall be the amount of salaries paid ENGINEER'S employees for work performed on CLIENT'S project, plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES: ENGINEER'S direct expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not necessarily limited to transportation costs (including mileage at ENGINEER'S current rate when automobiles are used), meals and lodging, laboratory tests and analyses, computer services, typing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by ENGINEER.

4. OUTSIDE SERVICES: When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for ENGINEER'S administrative costs, as provided on the reverse side of this agreement.

5. COST ESTIMATES: Any cost estimates provided by ENGINEER will be on a basis of experience and judgement, but since it has no control over market conditions or bidding procedures ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS: ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, reports and other work and materials furnished under this AGREEMENT.

7. INSURANCE: ENGINEER is solely responsible for obtaining and maintaining for the duration of the AGREEMENT the following insurance coverage(s) and (limits):

Professional Liability (\$1,000,000 Each Claim), Worker's Compensation (Statutory), Automobile Liability (\$1,000,000 C.S.L.), and Commercial General Liability (\$1,000,000 Each Occurrence/\$1,000,000 Personal Injury/Advertising Injury/\$2,000,000 Products/Complete Operations Aggregate/\$2,000,000 General Aggregate) with Cascade County added as an additional insured on the Commercial General Liability coverage.

8. TERMINATION: Either CLIENT or ENGINEER may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay ENGINEER in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

9. ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or ENGINEER may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this AGREEMENT may include, by consolidation, joinder, or in any other manner, any additional party not a party to this AGREEMENT.

10. LEGAL EXPENSES: In the event legal action is brought by CLIENT or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall bear their own attorney fees, costs, and expenses.

11. PAYMENT TO ENGINEER: Monthly invoices will be issued by ENGINEER for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Penalty at the rate of 1-1/2% per month will be charged on all past-due amounts. The 1-1/2% per month penalty covers the allowable interest charge, plus direct costs incurred by ENGINEER.

12. LIMITATION OF LIABILITY: ENGINEER liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

If any one or more of the provisions contained in this Agreement shall be held legally unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

February 22, 2022

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Management Plan between Cascade County and TD&H Engineering regarding MCEP Grant for Armington Bridge Replacement

INITIATED AND PRESENTED BY: Mary K. Embleton
Budget Officer/Grants Coordinator

ACTION REQUESTED: Approval of Contract 22-16

BACKGROUND:

On May 18, 2021, Cascade County received a letter from Montana Governor Gianforte awarding a \$750,000 Montana Coal Endowment Program (MCEP) grant to help fund the replacement of the Armington Bridge near Belt. The purpose of this agreement is to document the relationship between Cascade County as Grantee of the MCEP grant and TD&H Engineering. The Management Plan outlines the roles and responsibilities of staff from both organizations regarding the performance of various tasks needed to execute the Armington Bridge replacement project. The Plan is part of the start-up requirements for the grant and will become part of the Grant Contract between Cascade County and the State of Montana.

RECOMMENDATION: Approval of Contract 22-16.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission APPROVE Contract 22-16, Cascade County and TD&H Engineering Management Plan in accordance with the MCEP grant start-up requirements.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission DISAPPROVE Contract 22-16 Cascade County and TD&H Engineering Management Plan in accordance with the MCEP grant start-up requirements.

**CASCADE COUNTY
ARMINGTON BRIDGE IMPROVEMENTS
PROJECT MANAGEMENT PLAN**

I. Administrative Structure

The County of Cascade is an incorporated county with a County Commission form of government. The following persons will have lead responsibility for administering the City's 2023 Biennium Montana Coal Endowment Program (MCEP) public facilities project for the Armington Bridge improvements:

Cascade County Commissioners, as the chief elected officials, will have responsibility for all official contacts with the Montana Department of Commerce. The Cascade County Commissioners will have ultimate authority and responsibility for the management of project activities and expenditure of MCEP funds. The final approval of all contracts and draw requests associated with MCEP funds will be the responsibility of the following parties.

Laura Hart, E.I. with TD&H Engineering will be designated as the Grant Administrator. She will be responsible for management and record keeping for the MCEP funds and County funds involved in the financing of the bridge project. She will also be responsible for overall grant management and assuring compliance with applicable federal and state requirements for the MCEP project. The Grant Administrator will serve as the County's liaison with Department for the project. The Project Grant Administrator will serve as the Labor Standards Officer for the project. (Telephone (406) 471-6689 Email laura.hart@tdhengineering.com)

Mary Embleton, Budget Officer/Grants Coordinator for Cascade County, will pay draw requests upon receipt. The MCEP draw will then be used to reimburse the County for the expense, ensuring that no interest is made on MCEP funds. Mary Embleton will assist Grant Administrator with items needed to successfully administer the MCEP grant for the bridge project. (Telephone (406) 454-6731 Email membleton@cascadecountymt.gov)

Les Payne, Public Works Director for Cascade County, will establish the County's project needs; will collaborate with the Project Engineer on design criteria, schedule, and budget; will review contract documents prior to bid to ensure the design meets County requirements; and will provide final acceptance of the project after construction. (Telephone (406) 454-6920 Email lpayne@cascadecountymt.gov)

Carey Ann Haight, Chief Civil Deputy County Attorney, as the County's legal counsel, will review and advise the County Commissioners regarding any proposed contractual agreements associated with the MCEP project and provide any other legal guidance to the County Commissioners as requested. (Telephone (406) 454-6915 Email chaight@cascadecountymt.gov)

Brady Lassila, P.E., Project Engineer, will be responsible for design and construction-related activities including preparation of preliminary engineering, final design plans and specifications, as well as construction oversight. Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval. (Telephone (406) 761-3010 Email - brady.lassila@tdhengineering.com)

II. Grant Management

- A. The Grant Administrator will be responsible for:
1. Compliance with any applicable environmental requirements. (Hart and Lassila)
 2. Assisting the County with all requirements related to effective project start-up and implementation and developing a contract with Department. (Hart and Embleton)
 3. Preparing any legal notices required to be published, and processing and conducting any required public hearings or informational meetings. (Hart and Embleton)
 4. Establishing and maintaining complete and accurate project files and preparing all documentation and reports incidental to administration of the grant. (Hart and Embleton and Lassila)
 5. Reviewing all proposed project expenditures or requests for payment to ensure their propriety and proper allocation of expenditures to the MCEP budget. (Hart)
 6. In cooperation with the Budget Officer/Grants Coordinator, processing payment requests and preparing requests for reimbursement to the Department, including the Request for Payment, Status of Funds Report, Invoice Tracking Spreadsheet and the Project Progress Report. (Hart and Embleton)
 7. Monitoring the contractor selection process, including the bid advertising, tabulation and award process and construction contract provisions in conformance with applicable laws. (Hart and Lassila)
 8. Attending the preconstruction conference and monthly construction progress meetings. (Hart and Lassila)
 9. Monitoring contractor compliance with applicable requirements. (Hart)
 10. Assuring compliance with all state labor standards requirements. Responsibilities will include the review of weekly payroll reports to assure compliance with state prevailing wage requirements; periodic visits to the construction site to assure that required equal opportunity, labor standards, and prevailing wage determinations have been posted; and conducting on-site interviews with construction personnel to assure prevailing wage compliance. (Hart)
 11. Assuring compliance with applicable equal opportunity requirements. (Hart)
 12. Preparing all required performance reports and project closeout documents for submittal to the Department. (Hart and Embleton and Lassila)
 13. Attending Cascade County Commission meetings to provide project status

reports and representing the MCEP project at any other public meetings, as deemed necessary by the local officials. (Hart and Embleton)

14. Receiving official project complaints and ensuring that complaints are reasonably addressed in a timely manner. (Hart, Lassila, and Embleton)

B. The Project Engineer will be responsible for:

1. Design and construction engineering. (Lassila)
2. Ensuring that design meets all applicable regulatory requirements. (Lassila and Payne)
2. Preparation of the construction bid package in conformance with applicable requirements and supervision of the bid advertising, tabulation, and award process, including the preparation of the advertisements for bid solicitation, conducting the bid opening, and issuance of the notice to proceed. (Lassila, Payne, and Hart)
3. Conducting the preconstruction conference, with the assistance of the Grant Administrator. (Lassila and Hart)
4. Supervision of construction work and preparation of inspection reports. (Lassila)
5. Reviewing and approving all contractor requests for payment and submitting the approved requests to the County. (Lassila)

III. Financial Management

A. The financial responsibilities of the Budget Officer/Grants Coordinator will be as follows:

1. Managing the transfer of MCEP funds from the Department to the County's bank account and disbursing MCEP funds based on claims and supporting documents approved by the Grant Administrator, project engineer, and contractor. (Embleton)
2. Entering all project transactions into the County's existing accounting system, and preparing checks/warrants for approved expenditures. (Embleton)
3. With the assistance of the Grant Administrator, preparing the Request for Payment and accompanying draw reports and documentation to be submitted to Department. (Embleton and Hart)
4. With the assistance of the Grant Administrator, preparing the final financial reports for project closeout. (Embleton and Hart)

B. The Grant Administrator and Budget Officer/Grants Coordinator will review all proposed expenditures of MCEP funds and will prepare requests for reimbursement,

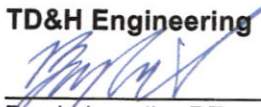
which will be signed by the officials cited in the signatory form. All disbursements will be handled in accordance with the County's established claim review procedures. Before submitting the claim to the Budget Officer/Grants Coordinator, the Grant Administrator will attach a certification to each claim stating that the proposed expenditure is an eligible expense of the County's MCEP project and consistent with the project budget. The Council will review all claims before approving them. (Hart and Embleton)

- C. Financial record keeping will be done in conformance with state law. The original financial documents (claims with attached supporting material) will be retained in the County's offices. (Embleton)
- D. Appropriate documentation of administrative costs will be maintained by the Grant Administrator and the Budget Officer/Grants Coordinator to document all time worked on the MCEP project. (Hart and Embleton)
- E. Make determination of Final Acceptance after project construction is complete. (Lassila and Payne)

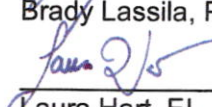
IV. Approval

This management plan has been approved by the Grant Recipient, Cascade County, and the individuals named within have been informed of the responsibilities stated within this plan.

TD&H Engineering



Brady Lassila, PE



Laura Hart, EI

BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTESTED this ____ day of _____, 2022

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

February 22, 2022

Agenda #4

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: ExpoPark (Air Curtain)

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #22-17

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

The Cascade County Public Works Department went out to bids, for the removal and replacement of the existing Air Curtain, that is located at the MT ExpoPark, 400 3rd St NW, Great Falls, MT, inside the Pacific Steel & Recycling Arena. The existing non-working curtain will be removed and replaced with five (5) sections of new curtains. This is a sole sourced item, that only brought in one (1) bid, this being from Montana School Equipment CO, of Great Falls, MT, with a total cost to the county of \$55,232.00.

RECOMMENDATION:

Cascade County Staff recommends the Commission approve Contract 22-17, for MSCE, for the removal of the old curtain and replaced with a new Air Curtain, for a total cost to Cascade County of \$ 55,232.00

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 22-17, for MSCE, for the removal of the old curtain and replaced with a new Air Curtain, for a total cost to Cascade County of \$ 55,232.00

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 22-17."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Montana School Equipment CO. (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this Contract is for the Contractor to remove old curtain, and install five (5) new curtain dividers as set forth in the Contractor's bid/quote dated February 1, 2022 which is attached hereto and incorporated herein by reference. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed at the Montana ExpoPark, located at 400 3rd Street NW, Great Falls, within the Pacific Steel & Recycling Arena. and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional, and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than ninety (90) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of FIFTY-FIVE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$55,232.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with Cascade County's Public Works Director or his designee. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason

therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate shall be provided to County upon request. Contractor's registration number is # 36404 and expires on the 23rd day of September, 2022 .

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if the Contract Work qualifies as a public works contract under Montana law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from

defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of _____, 2022

Contractor:

MSEC

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ____ day of _____, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



6100 3rd Ave South GREAT FALLS, MT 59405

QUOTATION

406 / 454- 0420
FAX ----- 406 / 454- 0439

DATE: 02/01/22
PREPARED FOR:
NAME: Susan
SCHOOL: 4 Seasons Arena
ADDRESS: Great Falls, MT 59404

QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	Lot	Draper Roll-Up Divider Curtains consisting of: 1 each--30' Wide x 27'-6" High 1 each--46' Wide x 27'-6" High 1 each--34'-8" Wide x 27'-6" High 2 each--28' Wide x 27'-6" High with: Solid Vinyl from floor to top of curtain 3/4 HP Motor with Key Switches, 115 Volt Single Phase MATERIALS DELIVERED AND INSTALLED		\$46,100.00
1	Lot	Add for Wireless Operation for the 5 Motors Includes 2 Hand Held Transmitters		\$1,932.00
1	Lot	Removal & Disposal of Existing Panel Wall (Deduct \$1,400.00 if we can use your Forklift and Scissor Lift) Note: 1) All electrical provided by others. 115 V Single Phase 2) Curtain will need to be mounted to the west of the current dividing wall, we need to attach to the beams that spaced at 8' on center. Curtain will stack above the current track so there won't be any sightline issues.		\$7,200.00

FREIGHT: FOB----- Great Falls, MT
PRICES FIRM FOR 30 DAYS ONLY
SPECIFICATIONS: ALL manufacturer's
standard construction and finishes.

THANK YOU ----
BY: Aaron Johnson

Title ----- contract sales dept.
Montana School Equipment Co.



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

MONTANA SCHOOL EQUIPMENT CO
6100 3RD AVE S
GREAT FALLS, MT 59405

STATUS

Employer

REGISTRATION NO.

36404

EFFECTIVE DATE

09/24/2020

EXPIRATION DATE

09/23/2022

Visit our website at www.mtcontractor.com or call the
Registration Section at 406-444-7734 for more information
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
www.mtcontractor.com

MONTANA SCHOOL EQUIPMENT CO
6100 3RD AVE S
GREAT FALLS, MT 59405

REGISTRATION NO. 36404

EXPIRATION DATE 09/23/2022

Employer

February 22, 2022

Agenda #5

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Sand Coulee Board Appointment

PRESENTED BY: Commission

Sand Coulee Fire Fee Service Area Board Appointment

This appointment would be filling a seat vacated by Karla McCale.

<u>Applicants</u>	<u>Vacancy (1)</u>	<u>Term Expiration: May 31, 2024</u>
Stacey Byrne	_____	New Applicant
Ashlee Reese	_____	New Applicant



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 2/12/2022

NAME Stacey Byrne

TELEPHONE (Home) 406-450-0269 (Work) 760-1135 (Cell) hbyrnes4@gmail.com (E-Mail)

CURRENT ADDRESS 249 Gerber Rd, GF, MT 59405

Previous Public Experience (Elected or Appointed) _____

Previous Volunteering or County Boards CU Chapter Board

Current Volunteering or County Boards _____

Current Employer Russell County FCU

Education Associates + currently finishing Bachelors in Human Resources

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- | | | |
|--|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input checked="" type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)



CASCADE COUNTY BOARD APPLICATION



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(Please Print or Type)

Date 02/04/2022

NAME Ashlee Reese

TELEPHONE (Home) 406-590-1417 Work 406-761-6623 (Cell) 406-590-1417 (E-Mail) ashleereese27@gmail.com

CURRENT ADDRESS 1702 25th Ave S. Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) N/A

Previous Volunteering or County Boards N/A

Current Volunteering or County Boards N/A

Current Employer North 40 Outfitters (CSWW inc.)

Education Associates of Science - MSU Bozeman

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|--|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input checked="" type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Please see attached.

To whom it may concern,

I am applying for a position as a board member of the Sand Coulee Volunteer Fire Department. Although I do not have specific experience of serving on a board, I grew up and currently reside within the district and am an active community member when opportunities are presented to me. When I was informed of the open position as a board member with the local fire department, I saw it as one of those opportunities to remain active in, and give back to, our community. I appreciate your consideration and look forward to hearing from you.

Ashlee Reese